File Microcopies of Records in the National Archives: No. 112

Roll 23

DESPATCHES FROM UNITED STATES CONSULS IN SHANGHAI, 1847-1906

Volume 23

May 29, 1876 - January 30, 1877

THE NATIONAL ARCHIVES

Washington: 1947

INTRODUCTORY NOTE

The volume microcopied on this roll has the following backstrip title: "23 / Shanghai / May 29, 1876 / January 30, 1877 / Department / of State." It contains despatches, with enclosures, addressed to the Department of State from United States consular officials at Shanghai, China, between May 29, 1876, and January 30, 1877. The contents are registered on Roll 1 of the microcopy.

The volume is part of a body of records in the National Archives designated as Record Group No. 59, General Records of the Department of State. It is volume 23 of a series generally referred to as Consular Despatches, Shanghai.

8185 E1
R296 C.

23.
No. 5.

Enclosure Inventory with list — Thos. Hess to Jos. Campbell — a Gold

Hartwood

U.S. Consulate General Shanghai,
to the Department of State.

DEPARTMENT
RECEIVED
JUL
5
1876
OF STATE

ack July 13

Mr. Myers.
Consul General.

Subject:
announcing that he has entered upon his duties as Consul General at Shanghai, and incoming inventory of archives, and a certificate as per form No. 5.

No. 5.

U. S. Consulate General.
Shanghai. May 29th 1876.

Honorable John L. Cadwalader.
Assistant Secretary of State.
Washington.

Sir:

Reverting to my Nos. 3 and 4 I have now the honor to report that on the 23rd instant I received a dispatch from the Minister, inclosing my Commission, and informing me that he had notified the Foreign Office of my arrival, and had received from Prince Kung his official recognition of me as Consul General at this port.

I received from Mr. Vice Consul General Bradford the Consular seals and archives, according to the inclosed inventory, and entered upon my duties on the 24th day of May. I have notified the various officials of my assumption of duties, in the

the Spirit of Section No. 74 of the Regulations.

I inclose the certificate as per form No. 5. duly executed by myself and Mr. Bradford. ch Conjointly.

As a delay of twenty two days has occurred between the date of my arrival, and my entering upon my duties, owing to the fact that the Tau Tai, or Chief Local ch officer, was unwilling to receive and recognize me, pending receipt of advices from Peking. I am ch entitled to Compensation therefor under the provision in the first Clause of Section No. 58 of the Regulations. This item I will bring forward in my account for Salary at the end of the current quarter.

I have the honor to be
Your Obedient Servant.
John C. Myers
Course General.

Inclosures
Inventory of archives, and Form No. 5.

Inventory of Government Property in the United States Consulate General,-

Shanghai 24th May 1876.

Consul General's Office.

1 Veneered desk with drawers, and pigeon holes,
1 Large Bookcase,
1 Large Writing Table,
1 Small do. do.
2 Book Shelves for books and documents,
1 Standing desk and 1 Tall Chair,
1 Consular Regulations,
1 Bronze Inkstand,
1 Call Bell,
18 Bound Vols. of North China Herald and Supreme Court and Consular Gazette,
5 Vols. old Consular Regulations,
1 " 7th " Census of the United States,
1 " 8th " do. do. do.
1 " 9th " do. do. do.
11 " Report of Department of Agriculture,
5 " Geneva Arbitration,
42 " Annals of Congress,
85 " Diplomatic Correspondence,
14 " Encyclopedia Americana,
1 " Claims and Conventions with China,

1 Vol. Assassination of President Lincoln.
1 " Treaties and Conventions US & other powers.
1 " Mineral Resources of the U.S.
2 " Statutes at large — unbound.
1 " " " " Revised.
24 " Commercial Relations,
5 " Foreign Relations,
1 " Andrews Report Colonial and Lake Traide..
8 " Codes and Statutes, California Laws.
1 " U. S. Courts Reports,
1 " " " " " "Deadys".
2 " " " " " "Blacks."
4 " Kents Commentaries,
2 " Bouvier's Law Dictionary,
2 " Chittys Blackstone, on Contracts.
1 " Paleys Law of Principal & Agent,
2 " Maratime Law,
1 " Commercial Digest,
1 " Prize Cases in Newyork,
1 " Abbott on Shipping,
1 " Benedicts Admiralty,
3 " Story on the Constitution,
1 " " " Agency,
2 " " " Contracts,
2 " " " Equity Jurisprudence,
1 " Conklings US. — Treatise,
1 " Wheaton's Elements of International Law,
~~1 " Gould's Pleadings.~~

1	Vol. Gould's Pleadings,
3	" Greenleaf on Evidence,
2	" Russell on Crimes,
2	" Bishop on Criminal Laws,
23	" Howard's Reports, US. Courts,
4	" Wallaces " " Supreme Court,
1	" Weskitts Insurance,
1	" Jacobsens Sea Laws,
1	" Elliotts American Diplomatic Code,
1	" Laws of US Navy and Marine Corps
3	" Brightly's Digest,
20	" U. S. Statutes at Large,
9	" Opinions of Attorney General,
1	" Missouri Form-Book,
2	" US. Postal Laws and Regulations,
1	" General Law Book of the Pacific States,
1	" Rights and duties of Merchant seamen,
8	" Treaties and Acts - (China and US.)
1	" China Directory of 1873
1	" Customs Regulations of 1874.
3	" Navy Regulations of 1865, 1873, 1875,
1	" Statistical Atlas of the U. S. 1874.
2	" Morgans Tariff 1875.
1	" Instructions to Consuls,
1	" US Tariff 1869.
1	" " Import Duties 1871.
1	" Treaties with China, America, Great Britain France, Portugal and Netherlands,
1	" Report of Commissioners of District of Columbia.

1 Vol. Register. Dept of State,
50 " Bound Official correspondence received,
1 " British Postal Guide.
2 " San Francisco Directory, 1872. 1873.
1 Picture of Washington.
A large collection of Miscellaneous Works and Reports, Local, Chinese, and other authorities.

Deputy Consul Generals Office.

1 Large iron safe and Chubbs Padlock,
1 Stationery Closet with drawers,
1 Standing Desk,
1 Large Writing Desk with drawers,
1 Large Bookcase,
4 Inkstands and 3 Rulers.
2 Office Chairs. (revolving)
1 Iron Safe (Alphabetical lock) Small closet on top,
1 8 Day Clock, — 2 Penracks,
1 Small table,
2 Pictures of Centennial buildings;
1 Date Stamp, 1 Calendar 1876.
1 U.S. Consular Seal,
1 Desk with Drawers,
1 Set of boxes for loose correspondence,
1 Fender. Set of Fire irons, and Coal scuttle,

1 Consular Regulations 1874
4 Miscellaneous Record Books (full)
1 " " " " (in use)
1 U. S. Treasury Fees (full)
1 " " " (in use)
1 Relief to destitute Seamen, (full)
1 " " " " (in use)
1 Letters Sent (full)
1 " " (in use)
1 Letters Received (full)
1 " " (in use)
20 Press Copy Books (full)
6 " " " (in use)
2 Bibles. 2 Vols Court Regulations.
1 Clerks Assistant.

Interpreters Office.

1 Large Writing Desk with Drawers,
1 Envelope and Paper Case,
3 Inkstands,
1 Desk for Chinese Writer
1 Japanese Inlaid table
1 Glass Front Book Case.
1 Copying Press and Stand.
4 Chinese Chairs,
1 Chinese Table (Small)
1 Official Seal - Chinese.

1 Consular Regulations 1874
4 Miscellaneous Record Books (full)
1 " " " " (in use)
1 U. S. Treasury Fees (full)
1 " " " (in use)
1 Relief to destitute Seamen, (full)
1 " " " " (in use)
1 Letters Sent (full)
1 " " (in use)
1 Letters Received (full)
1 " " (in use)
20 Press Copy Books (full)
6 " " " (in use)
2 Bibles. 2 Vols Court Regulations.
1 Clerks Assistant.

Interpreters Office.

1 Large Writing Desk with Drawers,
1 Envelope and Paper Case,
3 Inkstands,
1 Desk for Chinese Writer
1 Japanese Inlaid table
1 Glass Front Book Case.
1 Copying Press and Stand.
4 Chinese Chairs,
1 Chinese Table (Small)
1 Official Seal - Chinese.

1 Official Seal, Chinese & English.
1 Vermillion Mixture for stamping.
1 Map of American Settlement. (Hongkew.)
1 " " English " (Shanghai)
30 Bound volumes of Chinese Correspondence.
1 Large Lot of unbound " "
1 Consular Regulations of 1874.
1 Fender

General Office.

1. Large Counter with shelves for blank forms.
1 " Desk with Drawers and pigeon holes.
1 " Sheet iron safe with pigeon holes.
1. Lillie's Safe with Small desk on top.
2 Chinese writing tables with drawers.
1 Chinese table. (Copying books)
1 Copying Press and Stand.
1 Dampening pot and brush.
2 Setts pigeon holes.
1 U.S. Consular seal. (lever and stand)
1 " " " (hand.)
2 Large Bulletin Boards
4 Instands.
1 Picture (Embroidered) U.S. Coat of Arms.
1 Office Chair. (revolving).
2 Newspaper files.

1 Naval Mail box.
1 U.S. Mail box. (for drop letters)
1 Call bell.
4 Paper Weights. 1 Calendar 1876.
1 Envelope box.
1 Coal Scuttle & Fire irons.
1 Small Japanese railing on counter.
1 Harveys sterling exchange tables
2 vol's. Record of Arrivals and departures. (full)
1 " " " " " (in use)
1 Ships Daily Journal (full)
1 " " " (in use)
2 Seamens Register (full)
1 " " (in use)
1 Invoice Book (full)
1 " " (in use)
1 Extra Wages. (Bond Book)
3 Marine Note of protest. (full)
1 " " " " (in use)
2 Marine Extended Protest (full)
1 " " " (in use)
1 Passport Book, full
1 Blank Book,
1 Blotter,
1 Register of Landing Certificates,
3 Dispatch Books,
3 Letter Books,
1 Record Book,
1 Register Letters Received.

1 Register Letters Sent.
1 Quarterly Account Book,

Court Room.

1 Large platform with carpet.
1 " Table for Judge and Associates,
1 " " " Counsel,
1 Long " " Reporters,
1 Witness stand, (Covered carpet.)
1 Prisoners Box.
4 Inkstands and 2 Paper weights.
30 Cane Bottomed Chairs.
1 Bible,
1 Record Book, Police Cases heard in Consulate General.
1 Police Day Book.
1 Docket, (in use)
1 " (full)
A large quantity of records of the Court, (in envelopes) and the Archives of the Court-
Blanks, Petitions, Notices, Writs, Summons &c &c.
Regulations for U.S. Consular Courts in China.
1 Window Hook.

Jail.

8 Hardwood bedsteads,
6 Bamboo Mattrasses,
50 Grey Blankets,
2 Benches, long.
2 Water Filters,
10 Brass Padlocks,
7 Gas burners. fixtures.
1 Long bench,
10 Hardwood buckets,
6 Bamboo pillows,
12 Japan Mat beds,
1 Stove and fixtures
1 8 Day clock,
25 Yds. Coir Matting.
1 Washbasin and stand,
2 Dustpans,
18 Tin Cups,
1 Doz Spoons.
4 Pairs Handcuffs.
1 Spade.
2 Iron Washbasins.
1 Stone bath tub.
18 Tin plates.
1 Doz Knives & forks.
1 Attic Ladder,
4 Pairs Leg irons,
1 Step Ladder,
4 Water Buckets,
6 Coarse Towels.
2 Large buckets & covers

Jail Kitchen.

2 Tables.
1 Chinese Cupboard,
1 Large Cooking Stove & piping.
1 Copper boiler.
6 Saucepans,
2 Large Knives,
1 Clock,
1 Set Shelves,
1 American Axe,
1 Tin Kettle,
2 Frying pans,
1 Strainer,
1 Cleaver,

Jail Yard.

10 Large Water Kongs and covers,
1 Gongbell and fixtures,
1 Flag Staff and fixtures,
1 Large U.S. banner - 35 feet,
1 U.S. Ensign - 25 feet,
1 " " " 12 "
1 " " Banner 25 " (old)

Loft of Consulate General,

20 Reams Dispatch paper,
10 " Cap "
5 " Letter "
10 " Note, "
5 " " " Small.
1 " Blotting "
4 " Copying "
6 Press copying books, Cap size 1000 folio's each.
5 Lbs Sealing wax, 1 Gross notarial ribbon,
12 Gross red tape on spools.
6 Doz black lead pencils, Fabers No. 2. Octagonal.
1 " Red & blue "
9 ~~=~~ Pen Knives, (Nine)
50 Lbs Cotton Twine,
50 " Strong Linen Wrapping Twine.

000 Envelopes, printed U.S.C.G.
000 " " "
000 " " " Official Size
000 " " " Large "
3 Pairs Office Shears.
6 Blank Books Cap Size 450 pages ruled,
6 " " " " 100 " " "
1 Large closet, Judicial records and archives.
14 Estate Boxes of old Estate papers, books etc.
11 " " " " " " (large) " "
1 Box of files of Daily papers, local.
1 Large lot of back files do. do.
13 Bottles Ink,
1 Large stand for stationery and forms,
7 " boxes containing Stationery " (new stock)
1 " " " " , (Old ")
5 boxes estates of deceased seamen.
1 Large table.
1 Small do.

And a large number of pamphlets, papers etc. (Archives)

Blank Forms for use in Consulate General.

Halls of Consulate General.

1 U.S. Coat of Arms over front door.
60 Yds (About) Coir Matting in halls and on office floors.
1 Old Safe. 5 Coir door mats.
1 Long bench. 2 Chairs.

Shanghai. May 28th 1876.

Geo. F. Seward
late U.S. Consul General

O. B. Bunker
late U.S. Vice Consul General,

John C. Myers
Consul General

U. S. Consulate General.
Shanghai, May 23rd 1876.

We Certify, on this the twenty third day of May, 1876, the Services of O. D. Bradford, Vice Consul General ceased, and he is entitled to his Salary, or fees, including said day; and that the services of John C. Myers Commenced the day following, he having received the archives, a full and complete inventory of which is hereto annexed, as required by the Consular Regulations, Chapter XXIII.

John C. Myers
U. S. Consul General.

O. D. Bradford
late U. S. Consul General.

approve - July 5

No. 6. Wadsworth

U.S. Consular Service. Shanghai

to the Department of State.

ack July 13

Mr. Myers.

Consular Service.

Subject:

Nominating Oliver Bloomfield Bradford as Deputy and Vice Consul General at Shanghai.

No. 6.

U. S. Consulate General.
Shanghai, May 29th 1876.

Honorable John L. Cadwalader
Assistant Secretary of State.
Washington.

Sir:

Under the provisions of section No. 13 of the Regulations I have now the honor to hereby nominate Oliver Bloomfield Bradford, as Vice Consul General, and Deputy Consul General at this port.

Mr. Bradford informs me that he holds certificates of appointment from the Department as such Officers, under Mr. Sewards nomination.

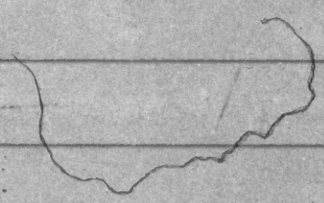
I have the honor to be.

Sir.

Your Obedient Servant

John C. Myers

Consul General.



Mr Wood

No. 1045.

U.S. Consulate General. Shanghai,
to the Department of State.

DEPARTMENT RECEIVED JUL 5 1876 OF STATE.

Shanghai, June 13 1876

Mr. Bradford. vice Consul General.

Subject:

Transmitting forms Nos. 118 and 119 for the 1st quarter 1876. which were detained by the illness of Mr. Hendrick.

No. 1045.

U. S. Consulate General.
Shanghai, May 29th 1876.

Honorable John L. Cadwalader
Assistant Secretary of State.
Washington.

Sir:

Referring to my No. 1042. I have now the honor to transmit Forms Nos. 118 and 119. for the first quarter 1876. which have been delayed owing to the illness of Mr. Hendrick.

I am.
Sir.
Your Obedient Servant.
[illegible]
U.S. Consul General.

E. Wurtz Vice Consul General

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

DATE.	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
March 23	9532	Taotai Shanghai,	Line of Seward road,	
" "	9533	" "	Irregularities at Court,	
" "	9534	U.S. Consul Canton,	Acknowledging receipt of dispatches,	
" 24	9535	" " Hankow,	" " "	
" 25	9536	Genl. VanBuren Yokohama	Answer to dispatch	
" 21	9537	Mr. Seward U.S.M. at Hongkong	Outrages on railroads.	
" 28	9538	Capt. of "Monocacy" Shanghai	Arrest of Wed. Kelly. (deserter)	
" "	9539	Taotai, "	Sunkee's security.	
" "	9540	Collector of Customs San Francisco,	8 Triplicate Invoices.	
" "	9541	" " New York,	7 " " "	
" "	9542	" " Boston,	3 " " "	

United States Consulate General,
E. & O. E. Shanghai, 31st March 1876

Vice Consul General

Consul General.

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Mch.	15	9518	Collector of Customs San Francisco	Sending 10 Invoices.	
"	"	9519	" " New York.	" 11 "	
"	"	9520	Capt. of "Shuelok" Shanghai	Arrest of A Lawson.	
"	16	9521	Statistical Secy. Customs Hong Kong	Export of Opium in 1875.	
"	"	9522	District Mag. Shanghai	Russell & Co's. man.	
"	"	9522	Taotai "	Pang E. Tai's case.	
"	18	9523	" "	Sun Kee's case.	
"	"	9524	Capt. of "Monarcacy" "	Arrest of deserter D. Call.	
"	"	9526	Miss Chisman "	Complaint of Miss Jessup	
"	20	9527	Miss Mamie Turner "	" " "	
"	"	9528	Miss Kate Jessup "	" Against Miss Turner	
"	20	9529	U.S. Consul Tientsin	His request for leave of absence	
"	"	9530	Capt of "Monacacy" Shanghai	Arrest of deserter Wm Riley.	
"	22	9531	Taotai	Transfer of P. M. S. S. Co's land.	

Consul General.

Consul General.

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		ON WHAT SUBJECT.	NO. OF ENCLOSURE
Mch	10	9504	Mr. Seward Cas Minister	Hong Kong	Revision of Harbor Regulations	
"	"	9505	Judge Hornby	Shanghai	Case of Cassims return to Shanghai	
"	"	9506	U.S. Consul	Ningpo	Case of John Austin	
"	"	9507	Capt of "Tennessee"	Shai.	Arrest of Henry Heath	
"	"	9508	" "	"	" " " John Lane	
"	11	9509	Russell & Co.	"	Calling their attention to Eckfeldt	
"	"	9510	Mixed Court Magistrate,	Shanghai	Requesting him to collect Judgment of Sinkee	
"	14	9511	Supt. For. Mails	Washington	Ack'g. receipt of dispatch	
"	"	9512	Dept of State	Washington	Receipt of Circulars	
"	"	9513	" "	"	Mr. Johnsons Interpreter	
"	"	9514	" "	"	Carter vs Johnson Case	
"	"	9515	U.S. Consul	Amoy	Sending Depts. 46	
"	"	9516	Dept. of State	Washington	" Copy of 190 to Amoy	
"	15	9517	Collector of Customs	Boston	7 Triplicate Invoices	

Consul General.

Consul General.

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		ON WHAT SUBJECT.	NO. OF ENCLOSURE
Feb	29	9490	Collector of Customs	Newyork	5 Triplicate Invoices.	
"	"	9491	" "	Sanfrancisco	17 " "	
Mch	2	9492	Capt of Kearsarge	Shanghai	Arrest of E Walsh.	
"	1	9493	C. P. Blethen	"	Sending Title Deeds 323 & 324.	
"	4	9494	Capt of "Tennessee"	"	Arrest of John Partric.	
"	"	9495	" "Ashuelot"	"	" " Thompson.	
"	7	9496	" "Tennessee"	"	" John O'Donnell.	
"	8	9497	" "Monocacy"	"	" DuBois.	
"	"	9498	" "Palos"	"	" John Ashton.	
"	"	9499	Taotai	Shanghai	Transfer of Title Deed 323.	
"	"	9500	"	"	Establishment of Salt Stations.	
"	"	9501	Capt. "Tennessee"	"	Arrest of Robt. Hughes.	
"	"	9502	" "Palos"	"	" " Andrew Haglin.	
"	10	9503	Dept Washington	Washington	Flag Staff at Foochow approved.	

Consul General.

Consul General.

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Feb 25	9476	Foga & Co. Shanghai	Returning partnership document recorded.	
" "	9477	Capt Low "Tennessee"	About Jas. Butler's term of punishment.	
" 26	9478	"Schuelol" Shanghai	Request to pay O. Regan's order.	
" 28	9479	Reid, Evans, & Co. "	Sending Title Deed 311.	
" "	9480	Olyphant & Co. "	" " " 243.	
" "	9481	U.S. Consul Amoy.	About his Qy to Dept.	
" "	9482	U.S. Minister (Mr. Seward) Hong Kong.	" The Woosung Railway.	
" "	9483	F. Barreda & Hermanos, Lima.	Kiug & Co.'s dividends.	
" "	9484	P. M. S. S. Co. Yeddo Japan	Receipt of letter & dividends.	
" "	9485	Pilots of Shanghai	Answer to their letter.	
" "	9486	Dept of State Washington	Bryant & Bush at Hankow.	
" "	9487	Collector of Port New York	21 Duplicate Invoices forwarded.	
" "	9488	" " Boston	5 " " "	
" "	9489	" " San Francisco	14 " " "	

Consul General.

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. ENCLOS
Feb	23	9462	Comdg. Officer "Tennessee" Shanghai	Arrest of H. Jones and M. Brady.	
"	24	9463	" " Kearsarge "	" " " Thos J. Lyons.	
"	"	9464	Mr Purdon Ch. M. C. L. of Shanghai	1000 Rs towards the Seward Road	
"	25	9465	U. S. Council of Amoy	Sending him blank forms &c.	
"	"	9466	" " Chinkiang	" "	
"	"	9467	" " Chefoo	" "	
"	"	9468	" " Canton	" "	
"	"	9469	" " Hankow	" "	
"	"	9470	" " Foochow	" "	
"	"	9471	" " Kiukiang	" "	
"	"	9472	" " Newchwang	" "	
"	"	9473	" " Ningpo	" "	
"	"	9474	" " Swatow	" "	
"	"	9475	" " Tientsin	" "	

Consul General

Consul General.

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Feb.	17	9449	Taotai Shanghai	Request to land a sample of arms	
"	18	9450	" "	Transfer of Deed no. 243.	
"	"	9451	" "	" " 311.	
"	"	9452	H.B.M. Registrar of Shipping "	Discharge of Seamen.	
"	"	9453	" " " "	" " "	
"	21	9454	Taotai Shanghai	New Title Deed no. 324.	
"	"	9455	Capt. of "Monocacy"	Arrest of Daniel Gannon,	
"	"	9456	" "Ashuelot"	" Tim Regan.	
"	"	9457	" "Tennessee"	" Frank Conrad.	
"	22	9458	" "	" John Kane,	
"	"	9459	" "Monocacy"	" Wm McGregor.	
"	"	9460	" "Tennessee"	" R. Finnigan,	
"	23	9461	" "	Committment of James Butler	
"	"	9462	" "	" H. Jones & M Brady.	

Consul General.

Consul General.

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Feb 12	9435	P.M.S.S. Co's. Agent, Yokohama.	Telegraph rates	
" "	9436	E. Wemmohes "	Reply to inquiry about H.E. Miller.	
" 14	9437	U.S.S. "Monacacy" Shanghai.	Arrest of Danl. Tannor.	
" "	9438	J.C. Blackjan Washington.	Instructions No. 372	
" "	9439	Dept of State Washington.	Acknowledging stationery	
" "	9440	R.W. Taylor U.S. Treasury	Extra Clerk hire.	
" "	9441	Collector Boston	14 Triplicate Invoices	
" "	9442	" Newyork	15 " "	
" "	9443	" Sanfrancisco	25 " "	
" "	9444	W.H. Forbes, Hongkong	Estate of E.D. Williams.	
" "	9445	H.B.M's Consul Shanghai	Court Martial Long case.	
" "	9446	Admiral Reynolds "	Arrest of J. Damondi	
" "	9447	U.S. Consul Hongkong	Asking for Opium Statistics	
" "	9448	Kearsarge Shanghai	Receipt of dispatch.	

Consul General.

Consul General.

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Feb 10	9421	Tai Sang, Shanghai.	Estate of T. C. Eastley.	
" "	9422	Poo Tah, "	" " "	
" "	9423	Dun Yah, "	" " "	
" "	9424	Tseng Kuo Fan, "	" " "	
" "	9425	M. H. Murphy, "	" " "	
" "	9426	J. M. Schmidt, "	" " "	
" "	9427	Wai Sing. "	" " "	
" "	9428	Municipal Council "	" " "	
" "	9429	Dept. of State Washington	Jurisdiction over men of war vessels	
" "	9430	A. Lister, P. M. Genl. HongKong.	Closed mails through U.S. Postal Agency.	
" "	9431	Supt of Foreign Mails Washington.	Sending a/c's up to 30 Decr. 1875.	
" "	9432	U.S.S. "Monocacy" Shanghai	Arrest of a deserter.	
" "	9433	Admiral Reynolds Shanghai	Misdemeanors of U.S. Sailors ashore.	
" "	9434	"Monocacy" U.S. Ship "	Reporting a death.	

Consul General.

Consul General.

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Feb 10	9407	Watson & Co. Shanghai,	Estate of T. C. Eastley	
" "	9408	Lane Crawford & Co "	" "	
" "	9409	C. Minck "	" "	
" "	9410	A. W. John "	" "	
" "	9411	A. Seisson "	" "	
" "	9412	F. Favre "	" "	
" "	9413	Hirsbrunner & Co "	" "	
" "	9414	John Anderson & Co "	" "	
" "	9415	Sayle & Co. "	" "	
" "	9416	A. Menzies "	" "	
" "	9417	J. Shadgett "	" "	
" "	9418	Llewellyn & Co "	" "	
" "	9419	J Kermath "	" "	
" "	9420	C Smidt. "	" "	

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[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Feb 2	9393	U.S. Consul Canton	Sending paper	
" 3	9394	Kiangsi Shanghai	Case of Mc Grath	
" 4	9395	Harbor Master "	Receipt of dispatch,	
" 5	9396	Admrl. Reynolds Tennessee "	Sailors misdemeanors on shore.	
" 5	9397	Dept of State Washington	Marriage Certificate	
" 7	9398	Municipal Council Shanghai	Opening of Seward Road	
" 8	9399	Comm^r of Customs "	Discharging the "Nevada"	
" 9	9400	Mr Seward, U.S. Minister	Copy of Dept's. No. 493.	
" "	9401	" Johnson Hankow	Death of Vice President Wilson.	
" 10	9402	Dept of State Washington	do do do	
" "	9403	" " "	Ack'g. receipt of dispatch No. 493.	
" "	9404	S. L. Farnham Shanghai	Hearing of a case postponed.	
" "	9405	Fogg & Co. "	Estate of F. C. Estley.	
" "	9406	See Fing "	" " " "	

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[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Jan 31	9379	Collector of the Port of Boston	11 Duplicate Invoices	
" "	9380	" " Newyork	10 " "	
" "	9381	" " Sanfrancisco	8 " "	
" "	9382	Dept of State " Washington	Trial Reports.	
" "	9383	" " "	Yunnan matters	
" "	9384	US. Consuls, Swatow	Swatow receives surplus paper.	
Feb 1	9385	G P. Bissell, Foochow	Estate of King & Co.	
" "	9386	US Consul, Foochow	Foochow receives surplus paper.	
" 2	9387	" Amoy	Sending supply of paper.	
" "	9388	" Tientsin	" "	
" "	9389	" Hankow	" "	
" "	9390	" Chinkiang	" "	
" "	9391	" Chefoo	" "	
" "	9392	" Newchwang	" "	

Consul General.

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[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Jan 28	9365	Japan Consul General Shai.	Transmission of mails to Japan	
" "	9366	Capt. McCook of "Jantic" "	Sailors offending on shore,	
" "	9367	" McNair " "Kearsarge" "	" " "	
" "	9368	R. J. Fearon - H. M. C'l "	Allowances in the Pang & Tai cases	
" "	9369	R. E. Wainwright, Robinson "	" " "	
" "	9370	Japan Consul Gen'l "	" " "	
" "	9371	Mitsu Bishi S. S. Co. "	Protest against mail irregularities	
" "	9372	A. B. M. Postmaster "	" " "	
" "	9373	Mr Bingham Yeddo Japan	" " "	
" "	9374	U. S. "Kearsarge" Shanghai	" " Closed mails &c.	
" 29	9375	" "	Arrest of King & Macloy	
" 31	9376	" "	J. Summers.	
" "	9377	Supt. Foreign Mails, Washington	J. McGrath	
" "	9378	" " "	Care of Japanese Hong Kong mails.	

Consul General.

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Jan 24	9351	Consul for Denmark	Thanks for half masting flags for V. President Wilson.	
" "	9352	" France	" " "	
" "	9353	" Great Britain	" " "	
" "	9354	" Germany	" " "	
" "	9355	" Italy	" " "	
" "	9356	" Japan	" " "	
" "	9357	" Netherlands	" " "	
" "	9358	" Portugal	" " "	
" "	9359	" Russia	" " "	
" "	9360	" Spain	" " "	
" "	9361	" Sweden & Norway	" " "	
" 25	9362	Harbor Master. Shanghai	Case of Pilot Adams.	
" "	9363	"Palos" "	Offenses by sailors on shore	
" 26	9364	Agt. Milton Bibb S.S. Co. "	Transmitting the mails.	

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[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.
Jan 19	9337	Consul for Sweden & Norway	Half masting flags for V. President Wilson	
" 20	9338	French Consul General, Shai.	Parcel for French Post.	
" "	9339	"Ashuelot" "	Arrest of A. Merry.	
" "	9340	Senor Ricardo Tirado "	Arrival of the Treaty at Tientsin	
" "	9341	J. H. Blackfan Washington	Mr. Bradford's appointment as Vice Consul Generals.	
" "	9342	Post. Master Genl. at Hongkong	Receipt of dispatches	
" "	9343	Mr Johnson U.S.C. Hankow	The Kewkiang rioters.	
" "	9344	" " "	Interpreter Lee San Chung's salary	
" "	9345	Capt. R.S. McCook, "Yantic" Shai.	Men offending on shore.	
" "	9346	"Ashuelot" "	Arrest of 2 Deserters.	
" "	9347	Harbor Master "	Case of U.S. v. Blanchard.	
" "	9348	"Ashuelot" "	Receipt of dispatch	
" "	9349	Consul for Austria "	Thanks for courtesy of half masting our flg	
" "	9350	" Belgium "	" " " " "	

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[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Jan 18	9323	Collector Port of N.Y. York	Circular to half mast flags for V.P. Wilson.	
" "	9324	" " San Francisco	" " " "	
" 19	9325	Consul for Austria,	" " " "	
" "	9326	" Belgium,	" " " "	
" "	9324	" Denmark,	" " " "	
" "	9328	" France,	" " " "	
" "	9329	" Great Britain,	" " " "	
" "	9330	" Germany,	" " " "	
" "	9331	" Italy,	" " " "	
" "	9332	" Japan,	" " " "	
" "	9333	" Netherlands	" " " "	
" "	9334	" Portugal	" " " "	
" "	9335	" Russia	" " " "	
" "	9336	" Spain	" " " "	

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[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Jan 17	9309	Fifth Auditor of the Treasury	Consular Clerk account O.B. Bradfords, Esq.	
" "	9310	" " " "	" " " W.H. Hendricks "	
" "	9311	" " " "	Interpreters Account.	
" "	9312	" " " "	Special Clerk hire.	
" "	9313	" " " "	Seamens Account.	
" "	9314	" " " "	Court Account,	
" "	9315	" " " "	General Returns,	
" "	9316	Mrs H. Lo. Sloat Newport R.I.	Ack'g. receipt of letter.	
" "	9317	" Hopkins Newyork.	About Mr. G.G. Hopkins in China.	
" "	9318	" Ashuelot " Shanghai.	Men committing offences on shore.	
" "	9319	U.S. Consul Amoy.	Sending dispatch from Dept.	
" "	9320	Dept of State Washington	" copy of " to Amoy Consul.	
" "	9821	U.S. Minister Yeddo. Japan	Japanese Post Office.	
" "	9322	Collector of Port of Boston	3 Triplicate Invoices.	

Consul General.

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[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Jan 12	9294	U.S. Consul Hankow	Informing of confirmation as Minister.	
" "	9295	" " " Newchwang	" " "	
" "	9296	" " " Tientsin	" " "	
" "	9297	" " " Swatow	" " "	
" "	9298	" " " Amoy	" " "	
" "	9299	" " " Foochow	" "	
" "	9300	" " " Kiukiang	" " "	
" "	9301	" " " Ningpo.	" " "	
" 15	9302	"Ashuelot" Shanghai	Disposition of deserter Geo. Williams.	
" "	9303	"Palos" "	Dept. instruction about sailors misdemeanors on shore.	
" "	9304	Taotai, "	Title Deed No. 175.	
" "	9305	Dept of State Washington	Form No. 90 for 4th qr of 1875.	
" "	9306	" " "	General Returns	
" 17	9307	Fifth Auditor Treasury "	Salary and fees Act.	

Consul General.

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[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 31st. March 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Jan 3	9280	Mr. Hinly German Consul.	Case of Viddecombe vs Laferte.	
" 4	9281	W. S. Fitz, Shanghai	" " "	
" 5	9282	Consul for Spain "	Pasquilla de la Croix.	
" 7	9283	U. S. Consul Amoy.	Mr. Thompson and a Consular Agency.	
" 8	9284	Taotai Shanghai	Title Deed of C. P. Blethen.	
" 10	9285	Capt of Palos "	Arrest of John Edwards	
" "	9286	" Schuelot "	" " George Williams	
" "	9287	Secretary of State Washington	The Centennial.	
" "	9288	" " " "	Mr. Henderson absent without leave,	
" "	9289	" " " "	" " Rent account.	
" 12	9290	Russell & Co " Shanghai	Special permit to discharge cargo on Sunday	
" "	9291	U.S. Consul at Chinkiang	Informing of confirmation as Minister.	
" "	9292	" Canton	" " "	
" "	9293	" Chefoo.	" " "	

Consul General.

[Form No. 118.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
U. S. Consul,	5875	Swatow, Mch. 14. 1876	Mch. 22. 76	Forwarding dispatch to Dept.		
" "	5876	Hankow, " 18 "	" 23. "	Sending 2d of Ex. to for Law Chung		
T. T. Hopkins,	5877	Shanghai, " 22 "	" " "	Transit passes for Lilly Flowers		
" "	5878	" " 23 "	" 27 "	Request of Council for native produce.		
Russell & Co.	5879	" " 23 "	" " "	Request for the Register of the Warrior		
T. T. Hopkins,	5880	" " 27 "	" " "	Transit passes for native produce.		
Russell & Co.	5881	" " " "	" " "	Withdrawing their letter of the 23d instant.		
Taotai,	5882	" " " "	" " "	More relating to the Sunkee matter.		
District Magistrate	5883	" " 26 "	" " "	One of Russell & Co's. men arrested.		
T. T. Hopkins,	5884	" " 28 "	" 28 "	Transit passes for native produce.		
Russell, & Co.	5885	" " 31 "	" 31 "	Appointing a Master to the "Plymouth Rock"		
" "	5886	" " 31 "	" 31 "	Application for a river pass.		

U. S. Consulate General,
Shanghai, 31st March 1876.

E. & O. E.

D. B. Mac Donald
Vice Consul General.

[Form No. 118.]

[Form No. 118.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
U.S. Consul,	5861	Amoy Mch 11. 76	Mch 17. 76	Receipt of blank forms.		
"Ashuelot,"	5862	Shanghai " 17 "	" 18. "	Discharge of Frederick Muller.		
U.S. Consul,	5863	Hankow " 15 "	" " "	Sending money for Gee Lan Chang		
" "	5864	" " " "	" " "	Claim of M. A. Jenkins		
" "	5865	Tientsin " 16 "	" 20 "	Requesting leave of absence.		
W. Carnabe & Co.	5866	Chefoo. " " "	" " "	Registration.		
"Ashuelot"	5867	Shanghai " 21 "	" 21 "	Case of J. Travers.		
U.S. Consul	5868	Canton " 13 "	" " "	Dispatch for dept. No. 15.		
" "	5869	" " " "	" " "	Acknowledging No. 188.		
Dept of State	5870	Washington Feb 5 "	" " "	Judicial powers of Consular Agts.		
" "	5871	" " " "	" " "	Ack'g. receipt 1007.-1013- &c.		
Supt. Foreign Mails	5872	" " — "	" " "	Sending 24 Reports to P.M. Gen. Hongkong		
"Yantic"	5873	Shanghai Mch 21 "	" " "	Sending descriptive list Mr Turner		
District Magistrate	5874	" " " "	" " "	Re Al Lwans wife-Request for arrest.		

Consul General.

[Form No. 118.]

[Form No. 118.]

Register of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Taotai	5847	Shanghai Mch 2-76	Mch. 8.76	Pang E. Tai's case against Heard & Co.		
Monocacy	5848	" " 10 "	" 10 "	Case of Mahomet Cassim.		
U.S. Consul General	5849	Yokohama " 2 "	" 11 "	Sending Commissioner to take evidence		
Dept of State	5850	Washington Dec 20-75	" " "	Circular about Centennial Exhibition.		
" "	5851	" " 30 "	" " "	Importation of Cattle for breeding.		
" "	5852	" " 19 "	" " "	Entry of baggage and passengers.		
Taotai	5853	Shanghai Mch 8-76	" " "	The Seward road.		
U.S. Consul	5854	Tientsin " " "	" 13 "	Receipt of forms.		
Birley & Co.	5855	Hongkong " 10 "	" 15 "	Estate of King & Co.		
U.S. Consul	5856	" " 6 "	" " "	Opium statistics for 1875.		
Geo. F. Seward	5857	" " 3 "	" " "	Status of Missioners in China		
U.S. Consul	5858	Manila " 6 "	" " "	Statements against W. H. Hayes.		
Mixed Court Magistrate	5859	Shanghai " 15 "	" " "	Sunkee's case.		
U.S. Vice Consul	5860	Foochow " 13 "	" 16 "	Receipt of blank forms.		

Consul General.

[Form No. 118.]

Return of Gold Dollars received at the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

[Form No. 118.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1875.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
U. S. Consul,	5833	Ningpo, March 1.'76	Mch. 3. 1875	Receipt of Forms		
O. P. Blethen.	5834	Shanghai " "	" 6 "	Appointment Mate of Almatia		
U. S. Consul,	5835	Canton Feb 17. "	" " "	Receipt of dispatch		
" "	5836	" " "	" " "	Matter of Exchange vouchers,		
" "	5837	" " "	" " "	Acknowledging receipt of paper &c.		
" "	5838	" " 26 "	" " "	Sending dispatch to department.		
" "	5839	Haukow Mch. 2. "	" " "	Ack'g. Receipt of blank forms		
U.S. Consular Agt.	5840	Newchang "	" " "	"	"	"
U.S. Consul,	5841	Chinkiang 3 "	" " "	"	"	"
U.S. Minister	5842	Hongkong Feb 26. "	" " "	Copy of Post Office dispatch.		
Taotai	5843	Shanghai " 24.	" " "	Establishment of Salt Stations.		
U.S. Consul	5844	Ningpo Mch. 6 "	" 8 "	Inquiring for John Austin.		
" "	5845	Tientsin, Feb 24 "	" " "	Receipt of Stationery		
" "	5846	" Mch 3 "	" " "	Sending case for Returns.		

Consul General.

[Form No. 115.]

Register of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending 30th March 1905

[Form No. 118.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Morris & Co.	5819	Shanghai Feb. 23. 76	Feb 23. 1876	Appt. of Master to "Almatia"		
P. M. S. S. Co.	5820	Yokohama " 15 "	" 24 "	Sending copy of Telegrams"		
Legation,	5821	Yeddo " " "	" " "	Japanese Post Office Affairs		
"Tennessee"	5822	Shanghai Feb 23. "	" " "	Discharge of J Corcoran.		
"	5823	" " 24 "	" " "	About a deserter confinement,		
Tautai	5824	" " 23 "	" " "	Heard & Co. my import rifles.		
Russell & Co.	5825	" " 25 "	" 25 "	Appt. of Master to "Shansi"		
"Tennessee"	5826	" " 22 "	" " "	Receipt of dispatch.		
"Ashuelot"	5827	" " 26 "	" 26 "	" " about Rewards		
U.S. Consul,	5828	Hankow " 23 "	" 28 "	Registered letters.		
W. H. Tapp.	5829	Shanghai " 26 "	" 26 "	Discharge of British Seamen.		
U.S. Consul,	5830	Amoy " 24 "	" 28 "	Claim against "Adele"		
P. M. General	5831	Hongkong " 15 "	" " "	Nagasaki mails		
Olyphant & Co.	5832	Shanghai " 18 "	" " "	Receipt of Title Deed.		

Consul General.

[Form No. 118.]

[Form No. 118.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* ..... 18 .

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
ntroller of Treasury	5805	Washington Dec. 30.1875	Feb. 17. 1876	Seamens a/c. 3rd Qr. of 1875.		
Inna Dendaras.	5806	Newyork Jan. 6. 1876	" " "	Receipt of Bill of Exchange.		
J. H. Cunningham,	5807	Belfast " 2.	" " "	Estate of J. H. Cunningham.		
Dept of State	5808	Washington " 7.	" " "	Receipt of Trade Report.		
" "	5809	" " "	" " "	Chinese Writer at Hankow.		
U S. Consul.	5810	Swatow " 27 "	" 19 "	Receipt of paper.		
" "	5811	" Feb. 6 "	" " "	" of dispatch sending paper.		
" "	5812	Hankow " 15. "	" 21 "	" " " about Writer.		
Taitai	5813	Shanghai " 21 "	" " "	Proposes to call.		
"Tennessee"	5814	" " " "	" 23 "	Sending for sailor.		
"Fantix,"	5815	" " 22 "	" " "	Discharge of Richard Mayne.		
Russell & Co.	5816	" " 23 "	" " "	Appointment of Master to Nevada		
"Ashuelot"	5817	" " " "	" " "	Receipt of dispatch about man sentenced.		
Russell & Co.	5818	" " " "	" " "	Appointment of Master to Chihli.		

Consul General.

[Form No. 118.]

[Form No. 118.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
U.S. Consul,	5791	Chinkiang Feb. 8. 1876	Feb 10. 1876	Receipt of paper		
J. Storkey,	5792	London Dec 22. 1875	" " "	Requesting a box to be sent to Hongkong		
"Ashuelot,"	5793	Shanghai Feb 10. 1876	" " "	Discharge of Wm Telfer.		
Tautai,	5794	" " "	" 12 "	Returns from Nanking		
E. Carmody.	5795	Jokohama Jan 24. 1876	" " "	Inquiry about H.G. Williams.		
U.S. Consular Agt.	5796	Kewkiang Feb 4 "	" 14 "	Receipt of dispatch & paper.		
Comm^r. of Customs.	5797	Shanghai 15 "	" 16.	Asking how much Opium is shipped to U.S.		
"Tennessee,"	5798	" " "	" " "	Discharge of several men.		
"Ashuelot,"	5799	" 16 "	" " "	" " "		
U.S. Consul,	5800	Hankow 9 "	" " "	Receipt of dispatch and Stationery.		
"Kearsarge"	5801	Shanghai 16 "	" 17 "	Court Martial Leony vs. McGrath.		
Boleslanki.	5802	" " "	" " "	Assumes charge of Austrian Consulate.		
Russell & Co.	5803	" 17 "	" " "	Jokee's case about Chinese Carpenters.		
P. Mc. S.S. Co.	5804	Jokohama 12 "	" " "	Telegraph about ½ rates for the Centennial.		

Consul General.

[Form No. 118.]

[Form No. 118.]

Register of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Controller of Treasury	5777	Washington Dec 13. 1875	Feb 8. 1876	Interpreters salary &c.		
" "	5778	" " " "	" " "	Court &c.		
" "	5779	" " " "	" " "	Extra Clerk hire.		
" "	5780	" " " 14 "	" " "	Salary & Fees &c.		
3d Asst. P. M. Generals	5781	" " " 29 "	" " "	Receipt for dead letters.		
" "	5782	" " " "	" " "	Orders 5 cent stamps.		
Supt. Foreign Mails	5783	" " 18 "	" " "	HongKong & Nagasaki closed mails		
U.S. Minister,	5784	Yeddo Jan. 26-1876	" " "	Japan Post office in Shanghai.		
Mitsu Bishi S.S. Co.	5785	Shanghai Feb 8. "	" " "	Letters to Customs		
E. Hounsberry.	5786	" " 7 "	" " "	Replys the Pilots charges.		
Dept of State	5787	Washington Dec. 8. 1875.	" " "	Interpreter at Erzeroum.		
U.S. Consul.	5788	Ningpo Feb 7. 1876.	" 9 "	Receipt of stationery.		
U.S. Minister	5789	HongKong " 2 "	" " "	The Woosung Railway.		
U.S. Vice Consul.	5790	Foochow " 7 "	" 10th "	Receipt of paper.		

Consul General.

[Form No. 118.]

[Form No. 118.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
U.S. Consul,	5763	Hankow Jan 25. 1876	Feb 3. 1876	Matter of Lee Sun Tsang		
U.S.V. Consul,	5764	Newchwang Dec. 31st 75.	" " "	Death of Mr. Avery		
" "	5765	" " " "	" " "	Receipt of Tael dispatch.		
" "	5766	" " " "	" " "	Sending Returns		
Peruvian Legation	5767	Peking Jan. 19. 1876	" " "	Dispatch sending Treaty to Peking.		
"Tennessee"	5768	Shanghai Feb 3.	" 4 "	Discharge of Ah Yow.		
Kofod Schmeltz.	5769	" " 4 "	" " "	Matter of Hounsberry's pilotage.		
Dept of State	5770	Washington Dec 17. 75.	" 8 "	Leave of absence for Mr. Bradford.		
" "	5771	" " " "	" " "	" " Dispatch about it.		
" "	5772	" " 18 "	" " "	N. E. Bryant Hankow appd as Marshal.		
Fifth Auditor Ty.	5773	" " 11 "	" " "	Salary and Fee's acc. 3d Qr. of 1875.		
" "	5774	" " 29 "	" " "	Seamens Account		
Comptor Treasury	5775	" " 13 "	" " "	Consular Clerk C.B. Bradford Esqr.		
" "	5776	" " " "	" " "	" " W.H. Hendricks.		

Consul General.

[Form No. 118.]

[Form No. 113.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st. March 1876

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Jap. Consul General	5749	Shanghai Jan 28.1876	Jan. 28.76	About the Hong Kong mails		
"Yantic"	5750	" " 26.	" " "	Dispatch about dealing with Sailors.		
Jap. Consul General	5751	" " 29.	" 29.	Protest about Mails.		
U.S. Consul,	5752	Canton	" 31.	Receipt of dispatch.		
P. M. S. S. Co.	5753	"	" " "	Dispatch for Department.		
	5754	Yedo.	" 13.			
U.S. Consul.	5755	Canton Jan 13.76.	" 31.	Receipt of dispatch.		
P. M. S. S. Co.	5756	Yokohama " 29.	" " "	Recalling letter of 27th by Telegraph.		
Tantai.	5757	Shanghai " 21 "	" " "	Going to Nanking (Mr. Seward).		
Kearsarge	5758	" " " "	Feb 12.	Receipt of dispatch.		
"	5759	" Feb 1.	" " "	Court Martial matters.		
Harbor Master	5760	" " 3 "	" 3 "	Complaint against "Gooseberry."		
Local Postmaster	5761	" " 2 "	" " "	Sending letters		
U.S. Consul	5762	" Jan 10 "	" " "	Returning mail bd. for letters.		

Consul General.

[Form No. 113.]

Chief Clerk's Office, for the Quarter ending 31st March 1876

[Form No. 118.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
U. S. Consul.	5735	Swatow Jan. 12. 1876	Jan. 21. 76	Receipt of Blanks.		
U. S. S. "Ashuelot,"	5736	Shanghai 21 "	" " "	Sending for a prisoner.		
" "	5737	" " "	" " "	" " Descriptive Lists.		
Harbor Master	5738	" 21 "	" " "	Pilot Adams suspended.		
Pautai	5739	" " "	" " "	Mr. Lueder assumes charge of their German		
"	5740	" " "	" " "	Consulate. Mr. Castelli of the Italian.		
Consular Agent.	5741	Chefoo 13	" " "	Receipt of dispatch		
" "	5742	" 19	" "	Sending dispatch to Mr. Sheppard.		
J. M. Moore	5743	" 22 "	" " "	Appointing A. Holmes to command a "Lorcha".		
U.S. Consul	5744	Hongkong 24 "	" 22 "	Receipt of dispatch.		
"Palos"	5745	Shanghai 23 "	" 24 "	" " "		
Mitsubishi S.S.Co.	5746	" 13 "	" 24 "	No jurisdiction.		
Consul General.	5747	Nagasaki 14 "	" " "	Japanese instructions about the Mail		
Consul.	5748	Shanghai 28 "	" 28 "	Receipt of dispatch O.B.B.V.C.G.		

Consul General.

[Form No. 115.]

[Form No. 118.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
P.M. General,	5721	Hong Kong, Jan. 12. 1876	Jan 19. 1876	Matter of Postal Notice of 15th M.		
G. F. Seward,	5722	Shanghai, " 13 "	" " "	Assumes charge as Diplomatic Representative.		
Dept. of State	5723	Washington Nov 23 "	" " "	Death of Vice President Henry Wilson. Order to lower flag.		
" "	5724	" " 29 "	" " "	Receipt of No. 987. No. 992.		
" "	5725	" " " "	" " "	Appg. allowance Chinese Writer at Hankow.		
French General.	5726	Shanghai Jan 19 "	" " "	Some mail matter by the French Steamers.		
"Ashuelot"	5727	" " 19 "	" 28 "	Discharge of Antonio Augustus.		
U.S. Consul.	5728	Tientsin " 3.	" " "	Receipt of dispatch — Mr Seward as "Charge."		
" "	5729	" " "	" " "	Receipt of Peruvian Treaty.		
" "	5730	Canton " "	" " "	Sending dispatches to Dept.		
" "	5731	" " " "	" " "	" "		
" "	5732	" 4 "	" " "	Certifying Invoices in Hong Kong.		
" "	5733	" 11 "	" " "	Sending Covers for Treasury Dept.		
" "	5734	Swatow 12 "	" " "	Chinese Proclamation issued.		

Consul General.

[Form No. 113.]

[Form No. 118.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Chester Holcombe,	5707	Peking Dec. 29th 1875.	Jan 12. 1876	Receipt of Mr. Seward's dispatch.		
U. S. Consul,	5708	Tientsin " 24 "	" " "	Sending dispatch to Dept.		
Taotai.	5709	Shanghai Jan. 12. '76	" 13 "	Will take Mr. Blethen's land.		
Dept. of State,	5710	Washington Nov. 11. '75	" 15 "	Receipt of dispatch about Taels		
" "	5711	" " 12 "	" 14 "	Granting salary during absence.		
" "	5712	" " " "	" 14 "	Vice Consul Generals Judicial powers.		
" "	5713	" " 13 "	" 14 "	Leave of absence for Mr Henderson		
U. S. Consul,	5714	Swatow Jan 5. 1876	" 14 "	Dispatch to Department.		
Chester Holcombe,	5715	Peking Dec. 29. '75	" 12 "	Mr. Lincoln's Chinese Card.		
P. M. General,	5716	Swatow Jan. 5. '76	" 14.	About closed mails to Japan.		
Kirkpatrick & Co. Cutter,	5717	San Francisco Nov. 30. '75	" 14.	Send 10 Gallons of Whiskey to Mr. Colby.		
U. S. Consul.	5718	Swatow Jan. 10. 1876	" 15.	Receipt Dispatch. Has sent Returns.		
Ashuelot,	5719	Shanghai " 19. "	" 19.	Discharge of Antonio Augustus.		
U. S. Consul,	5720	Tientsin " 19 "	" 21.	Receipt of dispatch.		

Consul General.

[Form No. 113.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
U.S. Consul,	5693	Canton Dec. 28. 1875	Jan. 8. 1876	Receipt of dispatch.		
" "	5694	" " " "	" " "	" "		
P. Castelli,	5695	Shanghai Jan. 7. '76	" 10 "	Takes charge of Italian Consulate General.		
P.M. General,	5696	HongKong " 4 "	" " "	Receipt of dispatch		
U. S. Consul,	5697	Canton Dec 29. '75.	" " "	Matter of Tael Weight.		
" " Agent,	5698	Kewkiang Jan. 6. '76.	" " "	Receipt of dispatch.		
Olyphant & Co.	5699	HongKong " 3 "	" " "	" "		
U.S. Vice Consul	5700	Amoy Dec. 27. 1875	" 11 "	Transmitting his a/c of Returns.		
" "	5701	" Jan. 5. '76	" " "	Receipt of dispatch.		
" "	5702	" " " "	" " "	" " "		
Portuguese Consul	5703	Shanghai " 11 "	" " "	His Quarterly Returns.		
U.S. Consul.	5704	" " 11 "	" 12 "	Sending Returns		
"	5705	" " " "	" " "	Persons engaged at Ningpo Consulate		
Lueder,	5706	" " " "	" " "	Assumes duties of German Consul.		

Consul General.

[Form No. 115.]

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 31st March 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Dept. of State.	5679	Washington Nov. 2. 1875	Jan. 2. 1876.	Circular. Jurisdiction over Men of War.		
Martha L. Sloat.	5680	Newport, R.I. Nov. 29. 75	" " "	Inquiry for Jas. S. Sloat.		
Mrs. S. J. Hopkins,	5681	Newyork, Oct. 29. "	" " "	" " J. G. Hopkins.		
W. H. Cunningham,	5682	Belfast, Me. " " "	" " "	" About estate of J. W. Cunningham.		
U.S. Consular Agent,	5683	Chefoo Dec. 24. 1875.	" " "	Acknowledging receipt of dispatch.		
U.S. "Ashuelot".	5684	Shanghai Jan. 6. '76	" " "	Discharge of Frank Forrest,		
German Consulate	5685	" " 4. "	" " "	Matter of Prisoner Vinnecombe.		
Taotai	5686	" " 1. "	" " "	" Transit passes for Moore.		
Russell & Co.	5687	" " 5. "	" " 6. "	River steamer pass for "Fusimasna"		
" "	5688	" " 6. "	" " "	Appointment of Capt. to Str. "Fusiyama".		
" "	5689	" " 6. "	" " "	River pass to Str. "Honan"		
Cons'l. Gen'l. for S. & Norway	5690	" " 5. "	" " "	Refuses jurisdiction over Chas. Nelson of "U.S. Store."		
Municipal Council	5691	" " 6. "	" " "	Ack'g. receipt of dispatch Mr. Bradford is V.C.		
Local Post Office	5692	" " 6. "	" " "	Returning uncalled for letters.		

Consul General.

[Form No. 1183]

ack July 13

DEPARTMENT OF STATE RECEIVED JUL 5 1876

No. 1046. Mr Wood

U.S. Consulate General Shanghai.
to the Department of State.

Mr. Bradford.
Act Consul General.

Subject:

Transmitting Form No. 90
for the 3rd/91 & 2nd Quarter 1876.
and advising draft against the
same for $181.04 Gold.

No. 1046

U. S. Consulate General.
Shanghai, May 29th 1876.

Honorable John L. Cadwalader
Assistant Secretary of State.
Washington.

Sir:

Inclosed I have the honor to hand you my account as per Form 90. from April 1st & 23rd assistant inclusive. on which date I handed over the office to John C. Myers Esq. Consul General. I have to advise my draft No. 102 of this date on the Honorable Secretary of State. payable to the Hong Kong & Shanghai Banking Corporation for gold $181.04 & balance this account, and for which I ask protection. Exchange Certificate accompany the account.

I am - Sir.
Your Obedient Servant
[illegible]

Inclosure:
Acct. from No. 90 - 7 vouchers + 1 Exchange Certificate.

Mr Wood

No. 1047.

U. S. Consulate General Shanghai,
to the Department of State.

Mr. Bradford. ans Jul 7 / 3
Vice Consul General.

Subject:

The usual quarterly Returns
are not Transmitted for the
Quarter ending 28th May. 1876.

No. 1047.

U. S. Consulate General.
Shanghai. May 29th 1876.

Honorable John L. Cadwalader
Assistant Secretary of State.
Washington.

Sir:

I have the honor to state that in transmitting my accounts to the 2d instant. at which time I handed over the office to Wm. John C. Myers. it seems unnecessary to divide the current quarter so far as the usual Returns are concerned. and in this view they await the close of the 2d quarter. when they will go on as usual - I ask your approval thereof.

I am.
Sir.
Your Obedient Servant.
E. H. Parker
Vice Consul General.

In Mod

No. 1048.

U.S. Consulate General. Shanghai,
to the Department of State.

ack July 13

Mr. Bradford.
Vice Consul General.

Subject:
Acknowledging receipt of instruction to hand over to Consular archives to Mr. J. C. Myers, and expressing his appreciation of the Consideration shown to him by the Department during his administration as Vice Consul General.

No. 1048.

U. S. Consulate General.
Shanghai. May 29th 1876.

Honorable John L. Cadwalader.
Assistant Secretary of State.
Washington.

Sir:

I have the honor to own receipt by the hands of John C. Myers Esq. of your instruction to hand over to him the archives of the Consulate General.

Mr. Myers arrived here on the first day of May. I at once reported his arrival to the Tao-Tai. or Chief Local authority, and asked his recognition of Mr. Myers as Consul General pending the receipt of his exequatur from the Legation. The Tao Tai replied that he could not take upon himself so great a responsibility without an order from his superior officers. But at once moved petition them in the matter. Not until

until the 23rd instant did Mr. Myers receive the information from the Legation of his having been officially recognized at the Foreign Office. On the 24th of May instant he assumed charge of the Consulate General.

In handing over the office, under your instructions, I have to express my sense and appreciation of the consideration extended to me by the Department during my administration as Vice Consul General.

I am,

Sir,

Your Obedient Servant,

[signature]

Vice Consul General.

Mr. Campbell.

No. 7.

U. S. Consulate General. ack Aug 8
Shanghai.

to the Department of State.

Ack - Mr Johnson's case is disappointed. he should have forwarded his answer through the C.G.
Aug 13

Mr. Myers.

Subject:

Referring to the correspondence relating to certain charges made by Dan Carter against Mr. Johnson. and saying that Mr. Johnson announces that he will hand his answer to the Honorable Secretary of State, upon his arrival at Washington. which Course Seems to coincide with the Expectation for transmitting Counsel Correspondence.

I

No. 7.

U. S. Consulate General.
Shanghai. May 30th 1876.

Honorable John L. Cadwalader.
Assistant Secretary of State.
Washington.

Sir:

Referring to Mr. Bradford's dispatches to the Department Nos. 1032 and 1039 relating to the Charges made by John Carter against Mr. Johnson. and referring more particularly to the Department's instruction to Mr. Johnson No. 93. in which a report from this office upon such answer as he may make is evidently contemplated. I deem it appropriate to say that Mr. Johnson now announces in his No. 297. now just received. that he will hand his answer to the Honorable Secretary of State upon his arrival in Washington.

As his procedure seems to be

at

at variance with the rules prescribed in the Regulations for the transmission of Consular Correspondence to the Department. It is right for me to make this record.

I have the honor to be,
Sir,
Your Obedient Servant

John C. Myers.
Consul General.

Mr Wood

Dr. Myers No. 7 Dated 30th May 187

Subject

Forwards despatch from Mr Johnson stating that he will hand his reply to the charges made against him to the Secretary of State on arrival at Washington. Mr Myers thinks his reply should go thro' the Attorney General

After an examination it appears to me that the Attorney General is right. But I think it not now time to instruct Mr. Johnson in regard to this matter before he will have left this post. Mr. Johnson's delay in answering the serious charges made against him by Mr Carter is totally inexcusable and very suspicious.

J H Campbell

12 July

Mr O'Connor for examination
due 26 July

DEPARTMENT OF STATE RECEIVED JUL 26 1876

No. 8. ack Aug 8 Mr Wood

United States Consulate General,
at Shanghai.

Mr. John C. Myers,

to the

Department of State,

Subject.

Criminal trial of Theodore W. Eckfeldt.

Abstract.

Forwards printed newspaper reports of the trial in the Court of the U.S. Consulate General of T.W. Eckfeldt, charged with Embezzlement &c. Mr. Myers states that he was present at the sittings of the Court, but owing to his not having yet assumed his official functions Mr. O.B. Bradford, Vice Consul General presided. Mr. Myers announces his approval of the proceedings and the judgment.

No. 8.

United States Consulate General,
Shanghai, June 14th 1876.

Honorable John L. Cadwalader,
Asst. Secretary of State,
Washington.

Sir,

Inclosed I have the honor to hand you the printed reports of the trial of Theodore W. Eckfeldt, an American citizen, upon the charge of Embezzlement, and obtaining money under false pretenses. He was convicted of a series of misdemeanors and criminal acquisitions of moneys under false pretenses, and was sentenced to three years imprisonment, in the Consular Jail at this port.

Upon my arrival here I found this case pending. It being uncertain at what date I would assume my official functions for the reasons given in my dispatch No. 5, Mr. Bradford proceeded with the trial of the accused. I was present at the sittings of the Court,

Court, and upon a careful review of the evidence, I fully concur in judgment with the Vice Consul General and his Associates.

The prisoner has deposed since his conviction that he has no estate, and that he is unable to pay the costs of the prosecution. In case no evidence of the falsity of his assertion appears, I shall bring forward the expenses of prosecution in my Court account. I find that this course is authorized, and an appropriation made to meet such expenses, and that there is a precedent for paying the fee's of Counsel for the prosecution.

I inclose also the report of a Civil case heard on the 31st of May.

I have the honor to be,

Sir,

Your obedient servant,

John C. Myers.

Consul General.

Inclosures.

Printed newspaper reports of the trial of Eckfeldt.

Report of the Civil case heard 31st May 1876.

Inclosure No. 1

His Worship ordered him to return to his ship at once, telling him the Captain would pay the money.

R. (Police) v. Louis Morel.
Drunk and Incapable.

Defendant, a seaman of the *Ellen Browse*, was found by P. C. Sims lying drunk and incapable on the Broadway, Hongkew, at 8 p.m. on Good Friday.

Ordered to pay costs of court, $1.50, and to return to his ship at once.

U. S. CONSULATE-GENERAL.

Shanghai, April 14th.

Before O. B. Bradford, Esq., *Vice Consul-General.*

Theodore W. Eckfeldt, who had been arrested on an affidavit charging him with misappropriating various sums of money belonging to his employers, Messrs. Russell & Co., was brought up for preliminary examination. Mr. Eames appeared for the prosecution, and Mr. Robinson conducted the defence. After the proceedings had commenced, the accused was allowed to sit by the side of his Counsel.

Mr. Robinson opened the proceedings by explaining that he had been unable to find a statute which conferred on a Vice-Consul General any authority in judicial matters, and if there were no statute conferring such authority, the present Court had no jurisdiction.

The Court replied that, by an amended statute passed by Congress, and approved by the President on the 1st February, 1876, the Vice-Consul-General was invested with the same authority in judicial matters as the Consul-General. He read the 4130 section of the Amended Act, which conferred the required authority.

In answer to a further question from Mr. Robinson,

The Court stated that it had received its appointment from the State Department, and also explained that this judicial jurisdiction did not extend beyond the port to which he (the Vice-Consul-General) was appointed.

Mr. Eames then asked for the affidavit to be read, under which the accused had been arrested.

The affidavit was read. It was made by Walter Scott Fitz, the managing partner of Messrs. Russell and Co., and set forth that Theodore W. Eckfeldt had embezzled money belonging to that firm, in whose employ he had been, and therefore he (Mr. Fitz) asked that he might be arrested and dealt with according to law.

The Court explained that, in pursuance of that affidavit, a warrant was issued for the apprehension of the accused, who was taken into custody the same day it was filed (April 6th), and on the afternoon of that day he was brought before him. The foregoing deposition was read over, and after the accused had received the usual caution, he had nothing to say in defence, and was ordered to be retained in custody until the further prosecution of the charge. Communication had also been made with Mr. Robinson, as the Counsel for the accused.

Mr. Eames understood that the sole object of this preliminary examination was to ascertain whether the Court would be justified in re-committing the accused to custody for trial; and, therefore, all that would be required of him now was sufficient evidence to satisfy the Court, of the justice and propriety of retaining him.

Mr. Robinson said the accused was present to be informed of the specific charges to be brought against him; for at present he was in total ignorance.

Mr. Eames said, before a man was put upon his trial, he was entitled to be informed of the charges brought against him, and he had no doubt the accused in this case would be furnished with all the needful information. He then read an extract from "Abbot's United States Court Practice," to show that preliminary examinations of this kind were solely to discover whether the Court was justified in holding the accused in custody for trial before a higher tribunal.

The Court said that was the object of this examination, and explained that there was no provision empowering a Vice-Consul-General to sit alone and try the accused under an indictment; therefore they must look upon the present function as simply constituted to take evidence upon which to frame an indictment. A copy of that indictment would be served upon the accused, and a trial would proceed in reasonable time.

The following evidence was then taken:—

Walter Scott Fitz deposed—I am the managing partner of the firm of Messrs. Russell & Co. Mr. Theodore W. Eckfeldt, the accused, has been in the service of the firm for many years. He was in the capacity of clerk and assistant in the office, his particular duties being to issue tickets to persons travelling, or intending to travel on steamers belonging to the S. S. N. Co., the firm of Russell & Co. being agents for that Company. I produce a book containing counterfoils of foreign passengers' tickets. I find in that book, under the date of the 16th of April, 1875, a counterfoil, to the effect that on that day General Raasloff took a ticket by the *Shantung*, for her sixth journey, from Shanghai to Tientsin, and the amount on the counterfoil is Tls. 40. On the same day, there is another counterfoil of a ticket issued to Mr. Schultz, who I believed travelled with General Raasloff. This second counterfoil also refers to a passage by the *Shantung* from Shanghai to Tientsin, the amount being Tls. 40. These two counterfoils are in the accused's handwriting. I now produce the passengers' book, kept by the accused, and supposed to contain a record of all the foreign passengers. I find that both General Raasloff's and Mr. Schultz's tickets are transferred from the counterfoil book to this one, but they are each put down at Tls. 30 instead of Tls. 40. The entry is dated the 17th of April in the passenger book, but it refers to the same passage. It was the duty of the accused to have entered Tls. 40 in the passengers' book, and to have accounted for the money. It seems this particular money was paid through the United States Consulate-General, and I produce this note of payment which is signed by "O. B. Bradford, Deputy Consul-General," and is endorsed by the accused. The note is for Tls. 80. [Note here handed in.]

The Court—I would rather that you would proceed on some other item than this; of course you are not going to ask me whether this is my signature or not.

Mr. Eames—Not at all. I propose to ask the witness about it.

The Court—You see the object of my remarks in this connection.

Mr. Eames—Yes; I only intend to use the note as accumulative evidence.

Mr. Robinson—I must ask whether the document is evidence or not.

Mr. Eames—Of course it is evidence in the case.

Witness continued—I know the signature of the Deputy Consul General, and the signature on the note is his signature. I am also prepared to swear that the endorsement of the note is the signature of the accused. Credit is given in the books for Tls. 60, but the note is for Tls. 80.

The Court—I may say that the shroff connected with the Consulate made the payment.

Witness—And I may mention that our compradore received Tls. 80, in accordance with the note, but Tls. 60 are only entered in the book by the accused. It is the custom for the Captain of each steamer to furnish a list of the passengers to the office. I produce the Captain's passenger list for the sixth journey, and the names of General Raasloff and Mr. Schultz are down as passengers. I can't say how long Mr. Eckfeldt has been in the position he last held in the office, but he has held it several years. The next charge is that in which Mr. Bassell was the passenger. Here is a counterfoil of a ticket issued to Mr. Bassell, to Tientsin and back; the passage money put down at Tls. 50. In the passengers' book, Mr. Bassell's name is entered, but in the column where the amount of the passage should be, there are no figures but simply a straight line. By that line, I should understand that the gentleman had gone by the steamer but paid no passage money. I am prepared to show that the money was collected and not paid into the house. The case in which Mr. Sutton was a passenger is exactly similar. The counterfoil shows that he took a ticket for Tientsin and back, and Tls. 50 are on it, but there is no entry of the money in the passengers' book. The Captain's passengers' list shows that Mr. Sutton held a return ticket to Tientsin. These two counterfoils show that Mr. Sutton and Mr. Bassell are indebted to Russell & Co. Tls. 50 each. The circumstances of Mr. Cowser's case are different. The Captain says that Mr. Cowser held a ticket and went to Tientsin. There is no counterfoil of that ticket, nor is there any entry relating to it in the passengers' book, but Tls. 30 were collected for the passage.

Mr. Robinson contended that what Mr. Fitz had been told by the Captain was not evidence, and the Court was not justified in going into it at all.

The Court replied that Mr. Fitz was now simply giving evidence on which to found a charge against the accused. He was not now to decide what was evidence, but he would take a note of the objection.

Witness continued—The circumstances of the charge in which Mr. Trebing was a passenger are again different. There is a counterfoil, dated 21st February 1876, of a ticket issued to Mr. Trebing for Chefoo, by the *Millet*, Tls. 20. I produce the ticket which was given to me by the Captain. It is in the handwriting of the accused, and shows that Tls. 20 were paid for it. Mr. Trebing must have gone by the steamer to Chefoo, or the Captain could not have obtained the ticket. Moreover, Mr. Trebing's name appears in the Captain's passenger list, but there is no entry of his passage in the passengers' book, and the Tls. 20 have not been accounted for by the accused.

Mr. Eames—Have you looked into this matter, and if so, what have you found?

Witness—I have looked into it, and filed a petition to claim.

Mr. Eames—What have you discovered up to this time?

Witness—We have a claim for about Tls. 8,000.

Mr. Eames—You believe, then, that the false entries and so forth, in the book, show defalcations to the amount of about Tls. 8,000?

Witness—Yes.

Mr. Eames—And you now swear to it?

Witness—Quite so.

Mr. Eames said that concluded his examination of this witness.

Witness interposing, said—There are some peculiar circumstances respecting Mr. Trebing's passage I should like to mention. A day or two before the steamer started, I inquired whether there were any foreign passengers going, and I was told there was one, who was attached to the Custom House at Newchwang. This, I think, was told to me on board the steamer by the Captain. The day after the steamer left, I inquired of the accused whether any foreign passengers had gone by the steamer, and he replied "none."

Mr. Robinson—Of course, my objection as to hearsay evidence applies to all Mr. Fitz has just stated. He may have been correctly informed or otherwise. I have no questions to ask the witnesses.

Mr. Eames—It seems to me that we have taken sufficient evidence on which to frame an indictment against the accused, and I propose to stop here, unless your Honour wishes further testimony. We have the compradore here, who can state various important things, but at this stage of the proceedings, I think it unnecessary to call him. I submit we have already shown sufficient proof to hold the accused for trial, and therefore I move that he be committed for trial on the charges of embezzlement and larceny. Larceny does not perhaps appear in the evidence I have brought forward, but the compradore will state that he has paid the accused certain sums which have not been accounted for. If further evidence is required, we will bring it forward. We don't want to take any unfair advantage; and all that is now required is sufficient evidence on which to keep the accused in custody until he can be properly indicted and tried.

The Court—What charges do you propose to include?

Mr. Eames—Embezzlement, larceny, and I think we had better have false pretences also. I shall ask your Honour if you have had sufficient evidence on which to hold the accused in custody for trial, and if so, I shall rest the case where it is.

Mr. Robinson—I understand that, upon the evidence given, Mr. Eames applies to the Court to commit the accused for trial on an indictment which is hereafter to be drawn up, charging him with embezzlement, larceny, &c. In reply to that application, I say there is not a particle of evidence to justify any one of the charges, and it is impossible to deduce from the evidence given any foundation which could be admitted in a Court of justice, as the foundation of a charge against anybody. I simply say, there is not a word of evidence which goes to prove any one of the charges.

The Court—Is that the only remark you have to make?

Mr. Robinson—Yes; I felt bound to say what I did, as it is the legal view I take of the evidence.

The Court (to the accused)—You are now committed for trial. An indictment will be prepared, and it will be submitted to you.

The accused was then removed.

Mr. Robinson understood that the prosecution would be confined to the charges that had been mentioned.

The Court explained that as many charges could be brought forward as the prosecution wished, but due notice of them would be given to the accused.

Mr. Robinson replied that he should strongly oppose any fresh charges being entered into.

The Court then rose.

The Chinese Government is likely to be a large borrower this year, and its preference is for Silver.

The American Press is alive to the facility which great cheapness and abundance of Silver would offer to the resumption of specie payments.

The relative value of Gold and Silver has in the last few centuries fluctuated in the proportion of from 15 to 1 to 17 to 1. The present relative value is 17 to 1. The fluctuation in value of the precious metals have been caused by the varying nature of demand and supply, and there is no warrant for assuming that the production of the one will be permanently in excess of the other, or that the whole of mankind will suddenly become blind to the advantages silver possesses as a medium of circulation. As the depreciation of silver means an appreciation in the value of gold, it may be assumed that the production of the latter will be stimulated; since not only its relative, but also its absolute value is enhanced; its capacity for purchasing most colonial produce being increased by the larger quantity of silver it exchanges for, and silver is the circulating medium of most of the producing countries.

I have been silent as to the capacity of China to absorb silver, because the area in which foreign capital can be profitably employed is restricted within very narrow limits, and the policy of the rulers is to obstruct the circulation of commodities.

I am, Sir, yours faithfully,

C. R.

Shanghai, April 20th.

TRANSIT DUES.

To the Editor of the

NORTH-CHINA HERALD.

SIR,—The Chamber of Commerce having decided to prepare a statement of affairs that require to be redressed when the treaty is revised, I venture to draw attention to a short road towards remedying one of the greatest evils from which foreign commerce is suffering, viz., the excessive and extra taxation levied on foreign merchandise, after it has paid the duty at the Customs according to tariff.

A great deal has been said and written about the transit dues, as settled by treaty. The merchants maintain that when the equivalent of half the tariff duty is paid on merchandize over and above the import duty, and a certificate is granted, no further taxation can be rightfully levied in any part of the Chinese Empire. The Chinese, whatever their views on the question were in 1860 when the Tientsin treaty was ratified, at present maintain that the payment of the equivalent of half the tariff duty over and above the import duty, only frees the merchandise on its journey from the port to a specified place, and that when the merchandise reaches that specified place it may be taxed again *ad libitum*.

It is evident that an arrangement which admits of such contradictory interpretations cannot be considered satisfactory, and the sooner it is replaced by an indisputable covenant the better for both Chinese and foreigners, for such differences (involving grievances and their indemnification) as have occurred with reference to the extra taxation of goods, may lead to something more serious than remonstrances, when the opportunity arrives for settling accounts between Foreign powers and China.

It is useless arguing on the 28th article of the Treaty of Tientsin, and Rule 7 appended to the treaty, so long as the litigants take such decided views of their own rights on the subject.

An attempt has been made by foreign merchants to strengthen their view of the case, by appealing to Lord Elgin's explanations of the Tientsin Treaty. The advocates of the Chinese Government, per contra, confidently assert that Lord Elgin held a very different view of the matter from that which the merchants suppose his Lordship took.

The practical way to avoid all future trouble about transit dues, and to strengthen the merchants' view of the case, would be to claim from the Chinese Government what Lord Elgin obtained from the Japanese Government, in the treaty of 26th August, 1858, or exactly two months after the Tientsin Treaty was signed, and which was embodied in the XIV article of the Japanese Treaty: "All goods imported into Japan by British subjects, and which have paid the duty fixed by this treaty, may be transported by the Japanese into any part of the Empire, without the payment of any tax, excise, or transit duty whatever." This article is the best comment on what Lord Elgin thought about inland taxation being placed beyond discussion, and commends itself by its completeness and simplicity for adoption by the Chamber of Commerce, in their proposals for the revision of the Treaty of Tientsin. I take the liberty, therefore, to suggest it for their consideration.

MERCATOR.

15th April.

Law Reports.

CIVIL SUMMARY COURT.

Shanghai, April 21st.

Before R. A. MOWAT, Esq.

J. M. SCHMIDT *v.* A. FULLER.

This was an action to recover $5.50 for goods supplied.

Plaintiff claimed as the trustee of the estate of C. Minck, insolvent, who formerly had the Oyster and Supper Rooms, at the German Home, Rue du Consulat, and he produced chits signed by the defendant, and showing that he (defendant) had been supplied with oysters to the extent of the claim.

Defendant admitted the correctness of the chits, but said he had always been led to believe that the oyster rooms belonged to C. B. Barker, and not to C. Minck, and Barker, after deducting the amount of the present claim, was indebted to him to the amount of $18. He went to the rooms and obtained the oysters as the best means, he thought, of liquidating part of the debt, as Barker had told him that some friends had started him in the business. He (defendant) produced a copy of the *Courier*, dated the 14th November, 1874, containing an advertisement in which C. B. Barker begged to inform his old friends and the community generally, that on Monday next, the 16th instant, he would open an oyster and supper saloon in the Rue du Consulat (next to the city of Hamburg Hotel), where by means of favourable arrangements he had been able to make, he proposed to supply these delicacies, and bivalves, served up in the most approved styles; orders for outside would be personally attended to, and suppers and tiffins would be provided on suitable notice being given to C. B. Barker. An express dated the 14th of November, 1874, and worded exactly as the foregoing advertisement, was also produced. It was on the strength of these notices, that he (defendant) believed Barker was the person who had the business of the oyster rooms. If he had known Minck had had anything to do with the profits of the rooms, he should not have patronised them, for his object in getting the oysters was solely to liquidate Barker's indebtedness.

Plaintiff, in answer to His HONOUR, stated that he was not prepared to dispute the defendant's statement that Barker owed the defendant money. He had, however, nothing whatever to do with Barker's affairs. Minck's papers and estate had been placed in his hands, and it was his duty to try and realise the chits for the general body of creditors. He was ignorant of Barker's affairs, all he knew of him being that he was manager for Minck.

His HONOUR said it was plain that Minck (if he were the real proprietor of the establishment) had allowed Barker to represent himself as the proprietor, and the defendant was therefore entitled to set off any debt due him by Barker against the plaintiff's claim. Judgment would be for the defendant.

The same plaintiff had actions against G. Darke, for $1.50, and C. S. Churton for $6.80, for oysters supplied under similar circumstances.

Both the defendants deposed that Barker owed them money—Darke $5.50 and Churton upwards of $30,—and believing him to be the proprietor of the oyster rooms, they obtained the oysters to ease off their debts.

In each case, judgment was given for the defendants,

His HONOUR explaining to the plaintiff that as, if the goods were Barker's, the defendants could have set off their claims against him, so they, under the circumstances, could set them off against Minck, who had allowed Barker to put himself forward as proprietor.

POLICE COURT.

Shanghai, April 15th.

Before C. F. R. ALLEN, Esq., *Acting Magistrate.*

R. (POLICE) *v.* PATRICK MULLINS.

Drunkenness and Riotous Conduct.

Defendant, a seaman of the steamer *Glenartney*, was charged with being drunk and violently resisting P.C. Suits (36), while in the execution of his duty; and further with tearing his uniform, doing damage to the extent of $4.50.—In response to the Court, defendant said he acknowledged his misconduct so far that, as he was walking along, the constable came up to him and laid hold of him, as if to make out a case, and that he then resisted him.

The Constable deposed that, about three in the afternoon of Good Friday, he saw defendant in Woosung Road, tipsy, wanting to fight all the Chinamen he saw. He ordered him away, when he said he had just as much right in the road as witness had. Witness then threatened to take him to the Police Station, whereupon he walked away, as witness thought to go on board his ship. He, however, afterwards saw him outside the Oriental Tavern, and asked him the reason why he had not gone on board. Defendant replied that it was not witness's business to ask. Witness then took hold of defendant, intending to remove him to the station, but used no violence towards him. Defendant then took hold of witness's coat, threw himself on the ground, and commenced struggling violently with him. On trying to get up again, defendant tore witness's trousers very much. He was then got to the Police Station. At the Oriental Tavern, defendant was going to fight with a man named Douglas, who was employed there, and who had put him out of the house because he was drunk. Defendant was in liquor, but knew what he was doing.

Defendant, on being asked if he had any questions to put to the witness, replied that he did not want to ask any questions, because his statement would not be believed against that of the constable.

Inspector FOWLER stated that the defendant, when he was brought to the Station, was very violent. He had previously nearly stripped the constable of his clothes, as his Worship could see by the articles produced; and it appeared he took his own boots off to throw at people in the street.

Defendant, on being asked for his defence, said he had his boots on when taken into custody. The reason why he tore the constable's uniform was because the constable first tore his clothes; and also that the constable and a number of Chinese were choking him, after he had been knocked down, and he was obliged to do something in self-defence. The constable did not tell him to go on board his ship; and if he saw him fighting Chinese, the first time he came up, why did he not take him to the Station then? If he had been left alone, he would have gone on board, but the constable saw he was a little in liquor, and wanted to make a case.

His WORSHIP said he had no doubt the defendant's conduct had been as described, and he must pay a fine of $5, with $1.50 costs of Court; and $4.50 for damage done to the constable's uniform. The police could not be allowed to be interfered with in the execution of their duty.

Defendant—I will not pay the money, nor allow the Captain to pay it out of my wages. I want the damage done to my clothes paid for, and my boots found. I don't think its at all fair this way.

short distance from the *Hai Uh* lay the
le iron-clad built at Kiangnan, painted
ite, and looking as waspish as possible,
exactly fitted for what she is said
be intended, namely river defence.
was, it was stated, an object of some
iosity to the Viceroy, for whose inspec-
n she was sent to Woosung.

t about twelve o'clock, the war junks
d a general salute; and at the same
ment, the movement of large bodies of
ops on shore, all marching in the same
ection, and accompanied by almost as
ny banner-bearers as rifle-men, present-
an exceedingly gay and animated ap-
rance, showed that the much talked of
iew was about to commence. There
a total absence of music, which, per-
, was not to be regretted; but the
ciency was fully compensated for by
numberless peculiarities of the novel
ne. Thousands upon thousands of
ive spectators, who seemed to have
ked from long as well as short distances,
upied every mound or spot likely to com-
nd a view of the manœuvres, many of
n accompanying the troops on their
te to the parade-ground, some hundreds
ards in rear of the forts. Arrived here,
space marked off was found to be a
spacious square, on one side of
ch was erected a kind of elevated
ilion of coloured cloths, and much
ozened with flags and pendants, the
perial Gonfalon occupying the post of
our, just as the Royal Standard does
similar occasions at home. In the
ilion were already assembled a number
gorgeously attired Mandarins, who,
uped around the Viceroy, presented a
d picture of Chinese real life not often
nessed. Below and around the pavilion,
space kept clear of the commonalty,
e standing or walking many other
darins of inferior grade, and between
space and the nearest spectators on
side, was a strong guard of soldiers.
spectators extended round the other
e sides of the square, and numbered
y thousands, the ground being well
by soldiers off duty, and others. The
r and silence maintained by the vast
mblage were eminently noticeable, not
slightest trouble being given to the
ials.

he troops, being the whole of the
lable foreign-drilled and armed force
could be mustered here, and numbering
t 2,000, were drawn up in four long
, or rather two lines of riflemen each,
ng in the rear an equally numerous
of banner-men to cover them. The
ements were entirely conducted by
e officers, who, arrived in full
me, took up their proper positions
their respective companies. The
of riflemen faced each other, at about
yards' distance, and the review com-
ced with volley firing by companies,
eeded by volleys from the whole of
line. The volleys, of which about a
n were fired, were capitally timed,
being very few dropping or straggling
rts. To these succeeded file-firing
left to right of the same line, the
r line resting on their arms, many of
men taking out their little brass
and commencing to smoke, but the
mained quite steady and there was
r talking nor gesture, as far as
be seen, among them. The line in
having maintained a rapid file-fire
me minutes, ceased firing, and began
vance from the centre in fours, the
closing in upon the rear of the in-
ing and advancing column, and form-
ours in their turn; each four fired a
y as it came to the front, and moving
tle to one side made room for the
four, thus keeping up a constant
as they advanced, and forming two
ns side by side, the one diminishing,
ver, until the whole of the men
absorbed in a single column of fours,
g ground at right angles to their
former line of position and formation. It was a very pretty movement, taken in rather too slow time, and perhaps not altogether safe in presence of an active enemy. The firing was, however, well maintained, and the volleys of fours were delivered with wonderful precision throughout. The next movement was to form hollow square, facing outwards, which was effected with celerity and exactitude, the men falling into their places with ease. Volley-firing from all four faces of the square then took place, and was again distinguished by remarkable precision and quickness, evidencing the close attention which had been given to drill, as well as the excellence of the breech-loaders. All this time, the banner bearers of the force in action kept their original ground and formation in line. The square having ceased firing, reformed line in single rank, and began to retire, but were suddenly wheeled to the left, performing the evolution very creditably. Some more rapid file-firing ensued, and ultimately, by a series of similar movements, the men retired in good order, and halting in front of the banner men, came to the right-about turn, and ordering arms, stood at ease.

The whole of these movements were well executed, and the strictest silence was maintained throughout. The men's uniforms were new, and their arms and accoutrements seemingly duly cared for. It was said this body, as well as those who had so far remained inactive, came from Nanking especially for the review, and that they were far superior to any of the troops usually stationed at Woosung, but that it is intended they shall all now remain there.

The afternoon growing late, it was impossible to stay to witness the remainder of the review; but it probably consisted in the other regiments being put through similar manœuvres, as firing, apparently from their position, was heard to commence soon afterwards.

It would be wrong to attribute to these troops the steadiness and excellence of Western soldiers, but nevertheless the skill with which they were handled, and the extreme docility and readiness with which the men obeyed orders, afforded a marked contrast to the loose ragtag-and-bobtail element of which the Chinese armies are popularly understood to be composed, and goes far to prove the oft expressed belief, that, well-trained and well-led, Chinese troops might be relied upon in face of an enemy to a greater extent than is usually supposed.

The Viceroy's visit was expected to terminate yesterday morning, when he would take his departure for Nanking, *via* the Yangtsze.

Law Reports.

U. S. CONSULATE-GENERAL.

Shanghai, May 8th.

Before O. B. BRADFORD, Esq., *Vice Consul-General.*

D. C. JANSEN,
M. H. COOK,
HENRY SYLVA,
A. A. MCCASLIN,
} *Associates.*

Mr. EAMES appeared for the prosecution.
Mr. ROBINSON defended the prisoner.

UNITED STATES *v.* THEODORE W. ECKFELDT.
False Pretences and Embezzlement.

Prisoner, a late employé of the firm of Messrs. Russell & Co., of Shanghai, was placed on his trial, charged with the above offences. The indictment contained no fewer than twelve counts, and was very lengthy. It may, however, be briefly summarised, as follows:—

1.—O. B. Bradford, Vice Consul-General and the principal Consular officer in China of the United States of America at Shanghai, on oath presents that on or about the 19th of April, 1875, the prisoner, an American citizen, a clerk in the firm of Messrs. Russell and Co., merchants, at Shanghai, while employed by them, did falsely and fraudulently represent and pretend to Chu-han, a Chinese employé of the said firm, that two passengers by the S. S. N. Co.'s str. *Shantung*, controlled and managed by the said firm, to wit, General W. de Raasloff and C. A. Shultz, had paid Tls. 20 in excess of the proper charge, and thereby obtained from him that sum, knowing his representations to be false, and made with intent to defraud, and that it was the property of his employers.

3.—That on or about the 17th of September, 1875, the prisoner represented to Chu-han that the Rev. Bishop Russell, who had paid for passage for himself and others by a steamer of S. S. N. Co., was not going by the said steamer, by means of which false representation, he obtained from Chu-han the sum of Tls. 140, the property of the prosecutors, and converted it to his own use

5.—That on the 26th of October, the prisoner represented to Chu-han that P. G. Von Moellendorf, who had paid for a passage by one of the S. S. N. Co.'s steamers, was not going, by which false pretence he obtained Tls. 50 from Chu-han, and converted them to his own use.

7.—That on the 22nd of February, the prisoner received from Edward Hjousberry, Tls. 30, in the name of Russell and Co; and did then and there fraudulently embezzle and convert the same to his own use

9.—That on or about the 22nd of February, the prisoner falsely represented to Chu-han that Tls. 600 of a large sum paid to Chu-han by the compradore of the S. S. N. Co.'s str. *Hiyado*, had been paid by mistake and really belonged to another steamer, by means of which pretence he fraudulently obtained that sum, and embezzled it.

11.—That on or about the 7th of May, the prisoner received from B. Christiernsson, M.A., Vice-Consul of Sweden and Norway, Tls. 60, on account of Russell & Co., and did embezzle and convert the same to his own use.

Counts 2, 4, 6, 8, 10, and 12 merely represented that the several sums named had been obtained by the prisoner in bank notes.

Mr. EAMES said, before the indictment was read, he would ask that it should be amended in a certain date. The error was contained in the 7th and 8th counts.

The VICE CONSUL-GENERAL said that when the Court was constituted, would be the time to make such an application.

Mr. ROBINSON asked if that was the usual practice in United States Courts?

The VICE CONSUL-GENERAL replied in the affirmative, and went on to say that the Associates had been drawn by lot, and would take their places accordingly.

Mr. ROBINSON requested that they might now be taken by lot, asking if that mode of selection was in accordance with the rule?

The VICE CONSUL-GENERAL replied that it was not in accordance with the rule, adding that the Court usually was constituted with three Associates, but looking at the importance of the present case, it was deemed advisable to have a greater number, and therefore the names of six gentlemen upon whom the lot had fallen, had been requested to be in attendance. It was very strange, but the first five names drawn were those of employés of Messrs. Russell and Co., and they had in consequence been rejected, and the names of others taken as they now stood.

Mr. ROBINSON asked if the prisoner had the right to challenge the names of the Associates; and whether they might be challenged as they were called?

The VICE CONSUL-GENERAL—Yes.

Mr. EAMES—Upon the prisoner showing cause for challenging.

Mr. ROBINSON contended that it was not necessary to show cause—to challenge was sufficient.

The VICE CONSUL-GENERAL said the point could be discussed if any challenge was made. He then proceeded to read out the names of those drawn by lot, the first being that of Mr. A. A. McCaslin, the next that of Mr. Wetmore.

Mr. ROBINSON said the prisoner had no objection to Mr. McCaslin, and now asked that he might be permitted to challenge without showing any cause. He made that application under 819 of the Revised Statutes (from which he then read.)

Mr. EAMES said he must say one word, if permitted to do so, and only one he thought would dispose of all argument on the point. The Associates were not sitting there as a jury—there was in fact no jury, for the Vice Consul-General would decide the case. Therefore what had been advanced by his friend did not apply.

Mr. ROBINSON said he was aware the Associates were not sitting as a jury. He made the application upon principle, but would say that the gentlemen called upon to perform the duties of Associates were in place of a jury; and he therefore thought the prisoner should have the right to challenge any name he chose.

Mr. EAMES said that it was the usual course, then, for the persons challenged to be requested to stand aside, and if the panel became exhausted, for the Court to exercise the right to put on any of those challenged, in order to make up the required number.

Mr. Robinson said he had no objection to that course being taken now.

The Vice Consul-General—Does the prisoner object to Mr. Wetmore?

Mr. Robinson replied that he did.

Mr. Wetmore was therefore asked to stand aside; and the prisoner also challenging the next name, that of Mr. Dobbyn, he was also asked to stand aside. The succeeding three names were not challenged, and the Court was therefore constituted as above given.

Mr. Eames said he would now renew the application he had made rather prematurely. The error occurred in the 7th and 8th counts of the indictment; the 22nd of February should be the 24th of December, and he now asked that that alteration should be made. At times a matter of that sort was of little consequence, but it seemed to him right, in a case of this importance, where so much turned upon dates, that they should endeavour to come somewhat near the mark.

Mr. Robinson begged to object to any amendment or alteration being made in the indictment. He was not aware that any power was given for such purpose, for practically it amounted to charging the prisoner with another offence. The prosecution charged him with embezzling money on a given day, but now they wished to abandon that, and make a distinct charge of embezzlement on another day.

Mr. Eames said the authority for his application was laid down in 1, Wharton. The time alleged for the commission of the offence was not material; it would be enough to prove the actual commission of the offence, without regard to date, though he admitted there were certain exceptions, as in cases of bills of exchange and similar documents. Archbold also laid it down in the same way as Wharton, that the offence may be proved to have been committed on any day, previous to the finding of the indictment.

The Court cited Section 1025 of the Revised Statutes.

Mr. Robinson said that section showed that the amendment applied for could not be made, because as he had before said, any such alteration was equivalent to charging the prisoner with another offence. To charge a man with embezzlement on a given day, was one offence; but to charge him with embezzlement on another day—it might be in another year—was another and distinct offence. If the date were altered, the prisoner would be charged with an offence the indictment did not contain, which would tend very much to his prejudice, and he (Mr. Robinson) therefore submitted that the Court could not alter the date.

Mr. Eames failed to see the force of his friend's argument, and considered his own application was covered by the language of 1, Wharton and Archbold—that the date was immaterial in any case. But the question could be argued at a future time, and might stand over for the present. He might, however, also refer the Court to 1, Abbott's U.S. Court Practice, page 85, on the same point.

Mr. Robinson said that seemed to apply to summary proceedings.

The Court asked for the reference in Wharton?

Mr. Eames said it would be found in 1, Wharton, fol. 151, section 216.

The Court said it would allow the alteration.

Mr. Robinson next said he understood that the Associates were now going to take the oath, and he would ask whether any objections he had to make were to be made now, or at a subsequent time?

The Court said any objections could be made afterwards.

The Associates were then formally sworn, and

The Court proceeded to read the indictment, of which an epitome is given above.

Mr. Robinson then said, before the prisoner was called upon to plead, he wished to ask whether he should make his objections now, or after the prisoner had pleaded?

The Court said they could be made afterwards.

Mr. Robinson—Kindly place that upon your notes, so that there may be no mistake about my application.

The Court did so.

The Prisoner was then called upon to plead, but before he answered,

Mr. Robinson suggested that it might be as well that he should at once inform the Court what his objections were to be, and then the Court would see whether it would go on with the case or not.

The Court made no objection, and

Mr. Robinson went on to say that his first objection was as to the indictment, which at the commencement of each count read that, "O. B. Bradford presents on oath." Now, he (Mr. Robinson) did not know who was to administer the oath to a person sitting as a judge.

The Court said, Counsel should be aware that when a Consular officer of the United States in China assumes his office, he takes an oath which serves for all purposes afterwards, including that of his judicial capacity in all cases that come before him.

Mr. Robinson said he merely mentioned the point. The second objection was that by the law of the United States only one class of crime could be joined in one indictment; but in the case before the Court, misdemeanour and felony, distinct offiences, were joined in the indictment, and he therefore submitted that the prosecution must elect under which they would proceed.

Mr. Eames—No felony is charged.

Mr. Robinson said there was—embezzlement was felony, both by the law of the United States and of England.

Mr. Eames asked if it would not be better to argue the point as the case proceeded?

The Court thought the case had better proceed.

Mr. Robinson then said his third objection was as to the 7th and 8th counts of the indictment. He submitted that they should be struck out altogether, as being barred by the Statute. Upon that point, he would refer the Court to the Crimes Act of 1790, section 32 (Abbott's U. S. Practice, page 22.) In support of the first objection, as to the oath, he had no argument or any authority to cite; but on the second, he would refer the Court to Section 1024 of the Revised Statutes.

The Court referred to the section quoted.

Mr. Robinson went on to say, that on page 328, paragraph 327, of Bishop's work on the criminal law of the United States, when discussing the question whether embezzlement is larceny, he says that counts of embezzlement and larceny may be joined in States where both amount to felony, but not otherwise. But he (Mr. Robinson) took it that the Court in the present case would proceed under the Common Law of the United States, and not under that of any particular State; and he therefore submitted that the Court must elect under which class of crime, misdemeanour or felony, it would proceed; for the present indictment included both larceny and embezzlement, which could not be joined in accordance with the general law of the United States. Then as to the third objection, to strike out the 7th and 8th counts, he would refer the Court to the 32nd section of the Crimes' Act (which he read.) In those counts, the offence charged was for embezzling money on the 22nd of February, 1874. The indictment was not framed till the 22nd of April, 1876, consequently the charge did not arise within the required two years of committing the offence, and, he submitted, it must be struck out as being barred by limitation. He supposed that all crimes were committed against the United States, and that it was the United States that prosecuted; therefore he said, for the reasons he had given, the counts must be struck out.

Mr. Eames said he need take up but very little of the time of the Court in his reply. He would begin with the last objection first. The offence was supposed to be committed against the United States, but the Act referring to offences immediately against the United States did not apply here. It would be for the Court to say whether it considered the prisoner's offence a minor or a capital one. Indictments for capital offences were limited to six years, and for minor ones to two years. If the Court decided it was a minor offence, of course the offence charged in the 7th and 8th counts was barred by Statute. But the date given in those counts was not the correct one—the offence was attributed to an earlier date than was true, and it was quite clear that by the decree of the Minister, the Court had power to amend it. The decree would be found on page 14, section 82.

The Court referred, and found it was there stated, that in minor offences the charge must be brought within one year.

Mr. Eames—Does the Court say this is a minor offence?

The Court—The charge is for embezzlement and obtaining money under false pretences. The Court did not know where it could find a rule making that a minor offence.

Mr. Eames said it was a most natural thing that the Government should fix as short a time as possible for the bringing of charges for offences against itself. But he believed the decree for two years was still in force.

The Court said these regulations had the force of law until they were negatived; and the Court was not aware that they had been negatived.

Mr. Eames said he had no more to say on the point. Then as to the joining of these offences, he would submit that neither of the offences charged were felony, whether by the general law of the United States or by that of the district of Columbia. The general doctrine of the law was laid down in 1, Wharton, sec. 1, page 2 (read.) In New York the offence would be a felony, but they were not in New York; and they must look to the general spirit of the law rather than to that of any State, whereby it seemed to him (Mr. Eames) it was nowhere described as felony. He believed embezzlement in England was felony, except that under the 24th and 25th Vic., they might indict for felony and convict for larceny. He had now answered the last two objections of his friend, and thought he need not refer to the first at all.

The Court intervened by saying it thought the word "presents" covered all that had been said.

Mr. Robinson having briefly replied, repeating his forming arguments in great measure,

The Court said it was prepared to proceed on the indictment as it stood.

Mr. Robinson said before the prisoner was called upon to plead, the Court must decide whether the 7th and 8th counts were to be struck out or retained.

The Court repeated that it was prepared to proceed upon the indictment as it stood.

Mr. Robinson—Will you make an entry of it in your notes?

The Court had no objection to do so.

Mr. Robinson—You also rule that the prisoner is to plead to all the counts in the indictment?

The Court—Yes. (To the prisoner) — Do you plead guilty or not guilty?

Prisoner—Not guilty.

Mr. Eames then addressed the Court for the prosecution. He said he should take up but little of the time of the Court in describing the case, because it was set forth so fully in the indictment. He had a very painful duty to perform, and should endeavour to discharge it as a duty and nothing more. The proceedings in such a case in China were somewhat peculiar, because they were under no particular law. It was quite clear that there were few laws of the United States applicable, though of cause there were some laws that did apply. But in this case, they must not only take the law of the district of Columbia, but, as he had said, they must also look at the general law of the United States, and the decree of the Minister. The law of the United States had not revoked the decree of the Minister, to which he had referred, but they were proceeding under no particular Act—they were only going by the Act which constituted this particular Court. The Government had referred them to a code of laws, but had given them no practice; and it was therefore thought to be the intention of Congress not to embarrass Consuls in China, for the reason that gentlemen who were not lawyers were frequently made Consuls. Congress referred the Consuls to the law of the United States, so far as it was applicable, and then left them to be guided by the common law. At page 100 of the Attorney-General's decree of 19th September, 1855, the statement of common law was set forth, and there also the Court was referred to the common law. In cases like the present, they must be guided by that spirit of fairness and justice common throughout the civilized world. By the United States law, which was based upon that of England, the prisoner stood charged with embezzlement and false pretences. They were made offences by that law; and if the prosecution proved what they expected to prove, that the acts charged in the indictment, of prisoner's

ing falsely obtained money from an- employé and applied it to his own and that he had received money on unt of his employers, and pocketed it, eemed hard to say that they were offences in the eye of the law. As to l practice, he doubted whether the Court ld listen to many of the technicalities of tice in England or America. It would ery awkward to establish a precedent in way, which other Consuls on the coast China would feel bound to follow; and he ght that, should the prosecution bring sfactory evidence of these offences having committed, and also of a general deficit prisoner's accounts,—that he had not unted for all the money he had received they found that he had received any of particular sums and not accounted for —it would support the indictment.—

Eames concluded by mentioning the ence he proposed to place before the t, and then called—

r. W. H. Fitz sworn, deposed—I am an rican citizen, and am head of the firm of ell & Co., in China. The firm are agents e S. S. N. Co. We manage the business ly, and direct and control the move- ts of the steamers, in conjunction with Directors. We manage the current busi- of the Company. In paying money out he house, there is a voucher or order for I know the defendant. He has been he office for many years. His duties uded the issuing of tickets to foreign ngers by the S. S. N. Co. It was also uty to see that the money was collected. money was collected sometimes by people g at his desk, sometimes applicants for ts gave a compradore order or a cheque he bank, and for some prisoner gave a debit to the compradore for collection. It was part of his duty to keep any money nging to the firm in his possession. n he received money over his desk, should have passed it to one of the pradores. For any money coming in or g out, he should have given an order on compradore. Prisoner had the right to ect any mistake that might have been e in paying money to the compradore. I not investigated whether prisoner has rned any money. The accounts which prisoner kept were handed over to others, prisoner was only responsible to Russell o. His duty was to pay all money or rn for money that he received, over to the pradore. It was also his duty to go over accounts with the compradore, and to e with the compradore after the departure ch steamer. He kept a book in which hould have entered all the money he ved. He also had a ticket-book, of which ounterfoils showed what tickets had been d. The accounts are kept in taels, ac- ng to the ordinary custom in Shanghai. el is a certain weight of silver, but is dered as money here. Tael notes issued by oreign banks also pass as money here. The r produced is a cheque dated 16th April, signed by Mr. Bradford, and payable der. I recognise the endorsement. It is passage money for General Raasloff and Shultz. I know nothing of the parti- r paper, except what I see in writing upon I did not see the paper until a few weeks for the first time. The endorsement is he handwriting of the prisoner. It is, ceived for Russell and Co., Theo. W. eldt." I produce the counterfoils of the nal ticket-book. I find in it the counter- of a ticket issued to General Raasloff, on l 16, 1875, to proceed to Tientsin, by the dung. The counterfoil shows what was ged for the ticket, Tls. 40. There is her counterfoil, for a ticket issued on the day to Mr. Shultz, also for Tientsin, Tls. 40. The order just handed in to Court shows that the sum of Tls. 80 was for those tickets. The paper speaks itself in the matter, as the amount is ly stated. I now produce a book in h the prisoner was to have entered the es of passengers and the amounts paid for passages. It is the passenger-book. I that on the 17th April, instead of the prisoner has entered the names of ral Raasloff and Mr. Shultz as going to ain, and Tls. 30 instead of Tls. 40 put to name. On September 17th, 1875, I find ntry made on a counterfoil of another t-book, as to the 15th trip of the *Shan-* to Tientsin, a ticket purported to have been issued to Bishop and Mrs. Russell. The money set down is Tls. 110. Another counterfoil shows that Miss Bear was a passenger to Tientsin by the same steamer on the same trip, for which Tls. 30 is set down. These two tickets were paid for by a compradore order, signed "A. A. Krauss." It was paid on the 17th September, 1875, and the endorsement, in prisoner's handwriting, says, "Received payment for Messrs. Russell & Co., Theodore W. Eckfeldt." On referring to the passenger-book, I find prisoner has omitted to enter either of these names, or the amounts. The prisoner kept the counterfoil books, and he made the entries in them.

The Court then adjourned, and on resuming,

Mr. Fitz' examination in chief was continued. He said—In the counterfoil of the same ticket-book, I find an entry relating to Mr. Moellendorf's passage, dated October 26th, "*Shinking*, trip No. 18." It represents that Mr. Moellendorf and two servants went to Tientsin, for which Tls. 50 were charged. There is no voucher for the payment of that money. There is no entry of it at all in the passenger-book. Both the books were kept by the accused, and the entry is in his handwriting. He ought to have transferred the entry to the passenger-book, which has not been done. I do not know that any cheque was given for the amount. In the counterfoil-book, there is a counterfoil, dated Dec. 24th, relating to the str. *Hirado*. The passenger's name was Hjousberry, who went to Hankow, the passage money being Tls. 50. There is no entry of the receipt of the money. There is another counterfoil, containing an entry of trip No. 6 of the *Shinking*. I find there the name of Mr. Christiernsson, Tls. 60, passage not named. The *Shinking* went to Tientsin. In the passenger-book, dated May 7th, 1875, the same voyage, Mr. Christiernsson's name is set down for Tls. 30. In all these cases, the books were kept by the prisoner. I find by my papers something referring to money paid by Chinese. On referring to a memorandum, I find that Tls. 1,700, was brought by the *Hirado*, No. 2 trip, on the 22nd February, 1875, which was not accounted for by the prisoner. Tls. 600 only are now dealt with, which formed part of the Tls. 1,700. Prisoner has seen this paper, and admitted that he had taken the money—all of it.

Mr. Eames said he would now leave the witness in the hands of his friend.

Cross-examined by Mr. Robinson—Our firm appoints the servants to the ships. For instance, we appoint the compradores. I was a partner on the 22nd February, 1874. I believe the partners were the same then as now. There was a change at some period, I think, in 1874, but I would not speak positively without reference to the document. I can send for the document. [Messenger despatched, and examination on other points proceeded with *ad interim*.] A part of prisoner's duty was to issue tickets to foreigners as distinct from natives. If money was tendered to him, he had a right to accept it. If he received a cheque, it was his duty to hand it to one of the compradores. If a cheque were made payable to order, he had no right to endorse it. If he received cash, his duty was to hand it to the compradore. If he received compradore's orders payable to bearer, he was authorised to endorse them—in all cases where they were not made payable to Messrs. Russell & Co. In the cases of Bishop and Mrs. Russell and Miss Bear, he was authorised to endorse them—in those cases it came within the scope of his duty. Having endorsed them, it was his duty to hand them over to the compradore. When he received money, it was eventually the money of the S. S. N. Co. Of the money which he is charged with misappropriating, a portion has been credited to the S. S. N. Co. The Tls. 600 have been credited to the S. S. N. Co. That sum was repaid by the prisoner. From my knowledge of the prisoner's duty, it is not a common thing for money to be paid for passages, the passages not taken, and the money returned. I do not know of my own knowledge that such a thing occurred; but I have no doubt it has been done in some cases. It is possible that tickets may be purchased here, and the passage money paid at other ports. It happens, although it would be irregular, that a ticket might be issued here, and the passage-money paid elsewhere, but the counterfoils here should be complete as showing the money was to be paid at the port of destination. It should also appear in the passenger-book. Russell & Co., I suppose, gave the prisoner his instructions. It was part of his duty to do things in a regular manner. He was instructed in the first instance how to do these things. I refer to the counterfoil for April 16th, 1875, and find that a Mr. Bassell took passage for Tientsin. There is no entry in the passenger-book of any money having been collected. Mr. Bassell's name is there, but no money. He went to Tientsin. Of my own knowledge, I do not know whether he went to Tientsin or not—I know it from documents. I have no reason to believe the passage-money was returned to him. Supposing prisoner had received the Tls. 50 in bank notes, and returned them, I ought to have known it from the book. A cheque ought to have been given for the amount by the prisoner to Mr. Bassell, and passed into the bank by the compradore in the usual way. The counterfoil ought also to have been cancelled. I cannot now say if any such instance has occurred. I know cases in which that routine has been partially followed. There is in the office a book kept called a freight and passenger ledger, in which all the sums entered in the passenger book are also entered. Mr. Hinckley keeps that book. He has access to all the books kept by the defendant. He could have at once discovered by inspection and comparison of this book with the passenger and ticket-books, any discrepancy in the prisoner's books. The large sum referred to in the ninth count of the indictment is made up of passenger money and Tls. 4½, for freight. The compradore of the *Hirado*, collected the Tls. 1,312.90 therein mentioned, and handed it to Chu-han. I think it was the morning of the 16th or 17th April, 1875, that General Raasloff sailed. The *Shantung* sailed on her fifteenth trip on the 18th September, 1875, when Bishop Russell went in her. Mr. Mœllendorf sailed on the 26th or 27th October. The day that Hjousberry sailed was the 24th December, 1874. I am speaking of the dates of the counterfoils and the passenger book. Mr. Christiernsson sailed on the 7th or 8th May, 1875. Messrs. Russell have commenced a civil suit against the defendant to recover certain sums of money which they say he has misappropriated. That suit is now pending.—Referring to the partnership question before mentioned, the witness now said, from a document handed to him that there was a change among the partners on 31st May, 1874, Mr. P. S. Forbes having gone out on that date. No one else was taken in, in his place.

By the Court—The fact that irregularities had occurred was brought to my knowledge by my partner, Mr. Hitch. I called prisoner into my office, and accused him of stealing money from the firm. He denied it at first, but finally acknowledged having taken $300. After some further talking to him, he said it was Tls. 600. Finally, when I told him I had proofs before me that he had taken Tls. 1,700, he acknowledged that he had taken all of it. I showed him the paper just before read from. The interview lasted several hours. He paid the whole of the Tls. 1,700 back to me, for account of those steamers. He said nothing of having overdrawn his account, or having borrowed the money. He acknowledged having taken the money. I understand it was in reply to my charge of his having stolen it, that he paid it back.

By Mr. Robinson—Tls. 600 of that Tls. 1,700 are included in this indictment. No other part of the Tls. 1,700 has been paid back.

By Mr. Sylva, one of the Assessors—Prisoner had no power to grant free passages, without the consent of the firm. In Mr. Bassell's case, the amount of passage-money should have appeared. Why it did not appear is part of his fraud, or whatever you call it. When the steamers return from their voyage, the captains hand in a passenger report that is called the mess-list, which is compared with the other passenger accounts. It was the prisoner's duty to do this. Why the frauds were not found out when the captains' returns were handed in, was because the prisoner had charge of all the books. The prisoner had entire control over the foreign passengers' accounts.

Mr. B Christiernsson next deposed—I am Vice-Consul-General for Sweden and Norway. I went north on the morning of the 8th May, 1875, by the steamer *Shinking*, I think. The captain's name was Hawes. I am sure of that. I got my ticket from the hands of Mr. Eckfeldt.

e price of the passage was stated on the ticket be Tls. 60, but I paid it in dollars about , a few cents more or less. It was a re- n ticket to Tientsin. I came back on ard another steamer, but under the same ket. No money has been returned to me by ssell and Co., or any person in the house. lso received a special receipt, as a voucher my Government, for the Tls. 60, from some in Russell and Co.'s, but do not remem- by whom it was signed. I am not sure it was the prisoner.

Mr. Robinson declined to cross-examine witness.

Mr. Hjousberry, who said he did not lieve the Bible was a sacred book, but at he believed in God, was permitted to ke an affirmation, and then said—I am an Upper Yangstsze pilot. I re- mber obtaining a passage to Hankow by of the S. S. N. steamers on the 24th cember, 1874. I applied personally to Mr. ckfeldt, and obtained it from him. It was id for by an order on Kelly and Co. I did t see the order afterwards. The amount of 0.80 was charged to my account. I think the ssage-money was Tls. 30. I made the pas- ge. No portion of that money has been turned to me by Russell and Co., or by any e in the house.

By Mr. Robinson—The order I gave essrs. Kelly and Co., was written in my ual way—"Please pay Russell and Co. (or S. N. Co., perhaps) the sum of——taels." I rget how many. I have checked Messrs. elly and Co.'s account.

Mr. P. G. Von Moellendorf, sworn, posed—I am interpreter to the German nsulate. The latter part of October, 75, I obtained a ticket for myself and two rvants, for a passage by one of the S. S. N. eamer, the *Shinking*. I asked that the bit note might be sent into the German nsulate for Tls. 50 in dollars. I do not ow if the money was paid, and do not know om whom I obtained the passage ticket. It as for a passage to Tientsin. I see no person the room whom I could recognise as the rson from whom I got the ticket.

Wong-sung-dong, cautioned, deposed (Dr. ates acting as interpreter)—I am shroff at e U. S. Consulate-General. I have been so r several years, and was there in April 1875. he paper produced is an order that I paid to essrs. Russell & Co., on the last day of the urth moon in 1875, and is for $109.59, qualling Tls. 80, at Ex. 73. A shroff from the ouse of Messrs. Russell & Co. brought it to e. No one from Russell & Co. has ever offered o pay back any portion of these Tls. 80. I do ot know what the money was to be paid for. received the order and paid the money. I lso remember paying another sum of Tls. 50 o Messrs. Russell & Co., in the same month, at no other amount.

By Mr. Robinson—I only know the man ho came said he came from Russell & Co., nd their name was written on the back of the rder in Chinese. I have an entry of this ayment in my books in Chinese, and can roduce them. (Book produced, and examined y Dr. Yates, who said it confirmed the wit- ess's statement as to the receipt of the money bove-mentioned.)

The Court then adjourned until 10.30 next orning.

May 9th.

Upon the Court resuming this morning,

Mr. A. A. Krauss, sworn, and examined y Mr. Eames, deposed—I am a British sub- ect, and manager for the firm of Shaw, Kipley & Co. I signed the order produced, or Tls. 140. It is for a passage to Tientsin or Bishop Russell, Mrs. Russell, Miss Bear, nd servant, on the 17th September, 1875. I m familiar with the handwriting of the ndorsement, and know it to be that of the risoner at the bar. The order was presented t our office, and I ordered it to be paid by he shroff. It has been passed into our ccounts as paid. No portion of that money as ever been returned to us. I know the assengers mentioned went to Tientsin, by he *Shantung*. I saw Bishop Russell on his re- urn, and he told me he had been there. I am n the habit of meeting Bishop Russell. I saw im six or seven weeks after, on his return rom Tientsin. We keep accounts in taels, hich is a weight of silver of a certain standard, nd is considered money. It is usually re- resented here by bank notes, bank orders, r dollars. I consider tael notes and dollars are money. We take dollars at the market price, and enter them as taels.

Cross-examined by Mr. Robinson—I know that the Tls. 140 was to pay the passage of Bishop Russell and party, because he asked me to obtain his passage ticket from Messrs. Russell, and I did so. I only obtained one ticket from the prisoner, and I handed him the order. A Chinaman, I suppose Messrs. Russell's shroff, presented the order to us for payment—not the defendant. I did not see the Bishop and party go on board the steamer. I have no personal knowledge of it beyond what the Bishop told me, and the fact that I should have seen him the next day had he not gone. The material form in which a tael exists, is that of a shoe of sycee. If a Chinaman objected to receive payment for goods in tael bank notes, we should be obliged to hand him shoes of sycee.

Re-examined by Mr. Eames—Foreigners usually accept approved tael bank notes in payment of money.

Martin Kock, constable at the German Consulate, sworn, deposed—I remember some time in October, 1875, paying for a passage for Mr. Moellendorf and two servants from Shanghai to Tientsin. I think it must have been on the 27th. I paid Tls. 50, with $68.50, to the prisoner, whom I recognise. I left it on his desk. He called the compradore, and I went with the compradore to his office to shroff the dollars. I saw the dollars were all right. The compradore took charge of them, and then went with me back to the prisoner, and told him they were all right. I do not know whether any of this money has ever been paid back. This money might have been paid back without my knowing.

Mr. Robinson declined to cross-examine.

By an Assessor—I took an open letter, and cannot remember that I got a receipt. Mr. Moellendorf had previously obtained the ticket.

On the next witness, Chu-han, Compradore to Messrs. Russell & Co., being called,

Mr. Robinson asked that he might give his evidence in English, as he was accustomed to transact all his business in that language. It would be better for all parties that he should do so.

Mr. Eames objected to this on the ground that he had tried to converse with Chu-hau in his office, and found he could not understand him, and therefore objected to examine him in that "jargon," lest mistakes should be made.

The Court said Dr. Yates's knowledge of the language would be sufficient to prevent mistakes. If Mr. Robinson chose, he could cross-examine him in English.

Mr. Robinson—But surely evidence given in English would be the best evidence for this Court to hear—better than to listen to the witness speaking in his own language, which was not generally understood.

The Court said that as Mr. Eames declined to examine the witness in English, the evidence had better be interpreted.

Mr. Robinson put a test question to the witness, in English, who replied in "pidgin," that he did not understand it.

The examination then proceeded, Dr. Yates interpreting, and Mr. Jansen, one of the Assessors, also saying he understood the witness's replies.

Chu-han, cautioned—deposed—I am a compradore in Kee-chong hong, in charge of the Kin-lee-yuen (S. S. N.) steamers. I have been there seven or eight years. I know the paper produced. It is an order paid by the U.S. Consulate, for Tls. 80. I received the money on the 17th April, 1875. On the 19th of the same month, Tls. 20 of the money were handed back to prisoner by his request. I received the paper from the prisoner, and he told me it was for passage No. 6 by the *Shantung*. I received the money, and deposited it in my chest, where I usually keep money until I account for it. I render my accounts of the steamers to Mr. Lovett, first comparing them with the prisoner's. On the sixth trip, I accounted for Tls. 1,187 to Mr. Lovett. There are several small items, Tls. 50, Tls. 30, and Tls. 20, that I did not account for to Mr. Lovett. I paid them back to the prisoner, who said the passengers did not go. They were foreign passengers, but I do not know who they were. I do not know how many passengers there were by that trip. I paid those sums to the prisoner in his office, in foreign bank notes of different values. I paid the money to the prisoner all at one time. In rendering the accounts to Mr. Lovett, I got the totals from the sums I received for the orders prisoner gave me to collect. Before rendering accounts to Mr. Lovett, I always asked the prisoner if they were all right—that is what I mean by comparing the accounts with him. I know nothing of the English book called the passenger book, but I often see a book there, that I suppose to be it. I can read English figures, and look at the "footing," or amount of money received for passengers entered in the passenger-book. The paper now produced is an order from Lip-i-lee, for Tls. 140. I received it on the 17th September. I collected the Tls. 140. On the 20th of the same month, I handed it back to the prisoner. I had in the meantime placed it in my safe. I paid it back to the prisoner, because he told me that the passengers did not go, and the money must be returned, so I returned it to him to be given back, but I do not know if it was returned by him. I paid it to the prisoner in his office, in bank-notes. The trip alluded to was the fifteenth of the *Shangtung*. I received the paper now handed to me on December 24th, 1874, It is from Messrs. Kelly and Co. Prisoner gave it to me for collection. I handed the money immediately to the prisoner. It did not go into my accounts when I settled with Mr. Lovett, because the prisoner requested me not to enter it, and I recorded it in my book "received for Mr. Eckfeldt." About the 26th October, 1875, I received $68.50, estimated at Tls. 50, from a foreigner, whose name I do not know, I received it from the foreigner. I do not remember distinctly how the money was paid. The foreigner did not tell me what the money was for. I had no idea what it was for. On the 27th December, I returned the money to the prisoner, but I do not know why. He said, the day before I had received Tls. 50, and that I was to return it to him, and I did so. He gave me no reason. Prisoner was in his office at that time. There was a steamer going to Tientsin about that time. It was the *Shinking*. I received money for two passengers at that time. I do not know how many passengers there were. Those two I collected for. I do not remember any other money paid to me, except the Tls. 50.

The Court then adjoured till ten o'clock next morning, when Chu-han's evidence will be resumed.

May 10th.

On the resumption of the hearing, Mr. Robinson said he wished to direct the attention of the Court to an omission in the report of the proceedings which had appeared in the newspaper. In the cross-examination of Mr. Fitz, it appeared Tls. 600, of the Tls. 1,700, had been repaid, and only that Tls. 600, whereas it should have been that the whole of the Tls. 1,700 had been repaid. No doubt the witness had been misunderstood, and he mentioned the matter to avoid the error appearing on the record.

The Court referred to the cross-examination of Mr. Fitz, and found that the Tls. 1,700 were recorded as being repaid.

Chu-han, continuing his evidence, said—In reference to the money I returned on the 17th of April, 1875, the prisoner told me that the Tls. 80 received from the American Consulate, was Tls. 20 too much, and I gave him the Tls. 20 back again. The Tls. 140 on the 17th of September, 1875, I returned to the prisoner, because he told me the passengers were not going. I paid the prisoner the Tls. 140, and it is the same amount I alluded to in my evidence yesterday. On the 26th of October, 1875, the prisoner asked me to return him Tls. 50, which had been paid to me by a foreigner. I did not know what the money was for. I gave the prisoner the Tls. 50, on the 27th of October. From the Chinese passengers by the *Hirado*, on the 21st of February, 1876, I received Tls. 1,312.90. The money was paid to me by the compradore of the steamer, and I placed it in my chest, as usual. I rendered an account to Mr. Lovett the day after for Tls. 686.90, and the following day I paid to the same gentleman Tls. 26, leaving Tls. 600 of the Tls. 1,312.90 unaccounted for. That Tls. 600 I paid over to the prisoner, who represented that it did not belong to the accounts of the steamer *Hirado*, but to the accounts of the steamer *Honan*, and that when the latter steamer returned, the accounts would be settled. I paid the prisoner the money in Shanghai notes.

By Mr. ROBINSON—During the seven or eight years I have been in the service of Russell & Co., I have acted according to the orders of the prisoner. In reference to the collection of accounts, I send out a shroff with the bills, and when he returns I take the money, and account with Mr. Lovett. I have been frequently desired by the prisoner to account with him for money. The prisoner frequently gave me bills to collect, and then I returned the money to him. If the prisoner asked me for money, I, as a matter of course, handed it over to him. As to the 6th trip of the *Shantung*, I paid over to the prisoner the three sums of Tls. 50, Tls. 20, and Tls. 30, all at the same time. The prisoner told me that the passenger, from the Telegraph office, who had the paid Tls. 30, did not go. The Tls. 20 was the balance of the Tls. 80 I received from the American Consulate. The prisoner said he had to account for Tls. 60, but he did not tell me why. As to the Tls. 50, the prisoner said the passenger did not go. I paid these three sums over to the prisoner on the 19th of April. I don't know the names of the passengers. I know there is a passenger book in the office, which was kept by the prisoner. That book is compared with mine. I don't understand English, but I know the figures, and can tell them at the bottom of the column. As to the 15th trip of the *Shantung*, I paid the prisoner Tls. 20; he said the passenger did not go. If the prisoner had asked me for the whole Tls. 140 I collected, I should have given it to him without any explanation. The shroff collected the Tls. 30 from Messrs. Kelly & Co. in connection with a trip by the *Hirado*, on the 24th of December, 1874. I received the money in dollars. I recollect it myself. I remember nothing in connection with this item out of the ordinary custom. I don't recollect the language which passed between the prisoner and myself at that time, but the order in my book is written against the prisoner's name, and therefore, I know it came from him. I can't swear of my own knowledge that I paid the money to the prisoner, and the record does not say. I know nothing more about it than appears in this book, and it is not kept by me, but by a clerk in the office. The book professes to show that Tls. 30 were paid to the prisoner in bank notes. These books I have here are written up daily. The records are made when the money is received. When orders are given to shroffs, I have a note book, and enter them. I know the books are kept up regularly, because I am always in the office. The books show that the money in this instance was paid on the 24th day of the 12th moon. The Tls. 600, of the sum of Tls. 1,312.90 received from the *Hirado* was paid over to the prisoner on the 22nd of February, 1876. The prisoner said when the *Honan* came in, all the accounts should be rendered. As the prisoner had charge of all the accounts in connection with the steamers, I should pay him any money he asked me for. I should have given him the Tls. 600 without any explanation. I kept transactions of all my dealings with the prisoner. When the *Honan* came in, I can't say whether I received any money or not, as I have not got my books in connection with that steamer. I can't remember whether the prisoner had been discharged from Messrs. Russell and Co. when the *Honan* arrived.

By the COURT—When the *Honan* arrived, the prisoner did not pay me the Tls. 600.

Mr. ROBINSON explained that the prisoner had been discharged when the *Honan* arrived, and that he subsequently paid the money to Mr. Fitz.

By Mr. EAMES—I have been making payments to the prisoner for the last two years. No receipts were given to me.

Mr. EAMES asked the interpreter whether he had not made a mistake in reference to what the witness had said about the Tls. 20 paid to the prisoner out of the Tls. 80 paid by the American Consulate, as what he had just stated was diametrically opposite to what he said yesterday.

Dr. YATES, the interpreter, said it was quite possible for a mistake to be made, but certainly the witness had given his evidence in a remarkably clear manner. The witness had made the difference in his testimony mentioned by Mr. Eames, and it no doubt arose from the different way in which the same question was propounded.

By the COURT—After a steamer sails, the accounts are checked by Mr. Lovett. The Tls. 140 were not checked because the prisoner told me it was to stand over. Before my accounts were checked by Mr. Lovett, they were compared with the prisoner's. I don't compare the Chinese passenger-tickets, with the amount of money I receive. I have nothing to do with that. I receive the money from the compradore of the ship without any tickets. I don't know anything about the passenger-tickets.

Captain WINSOR said—I am an American citizen, and for three years and a half I have been the commander of the teamer *Shantung*, belonging the S. S. N. Co. The passenger list produced refers to the sixth trip, 28th April, 1875, of the *Shantung*, and I can swear that among the passengers for that journey there were General Raasloff and Mr. Shultz, to Tientsin. I produce a passenger memorandum of two trips, the 14th and 15th, made by the *Shantung* in September, 1875. I remember Bishop Russell, Mrs. Russell, and Miss Bear being passengers on the 15th trip. There were several other passengers that trip.

By the COURT—Bishop Russell, his wife, and Miss Bear all had tickets issued by the house. I cannot swear how they were signed. I suppose the tickets were subsequently returned to Messrs. Russell and Co.; they are generally attached to the passenger list. In the ordinary course they would be returned to the prisoner I have returned ticket to the prisoner. I cannot say whether the tickets of General Raasloff and Mr. Shultz were returned or not.

By Mr. ROBINSON—The fare to Tientsin last year was Tls. 30, and Tls. 10 extra for a servant. A single return ticket is Tls. 50, and Tls. 10 extra for servant. I am quite certain I did not return Bishop Russell's ticket to the prisoner, because if I remember right he came back by some other steamer. I can't remember anything about the tickets of General Raasloff and Mr. Shultz.

By the COURT—I have no passenger list supplied to me from the office. We take the tickets on board. It often happens that passengers expected do not appear to go the journey. I have no means of ascertaining whether all the passengers are on board when the steamer leaves the port.

The COURT said, it intended to recall Mr. Fitz to explain what appeared an inconsistency. Referring back to the evidence of Mr. Fitz at the preliminary examination, it appeared that he then stated, Tls. 8,000, or thereabouts, was the amount which had been taken, and in his evidence the other day he said it was Tls. 1,700, and that it had been repaid by the prisoner.

Mr. FITZ was then recalled, and deposed—I discovered the Tls. 8,000 by investigating the accounts and other things with which the prisoner had to deal. The discovery was made subsequent to his discharge, and I sent for him to come to my house. He came, and I told him I had found that he had taken much more than he had acknowledged at a previous interview, and I asked him if he could give me the total amount. He said he could not.

Mr. ROBINSON objected to this evidence, on the ground that it was totally irrelevant to the issue, and he suggested that the Court should not hear it.

The COURT decided to hear the evidence, but took a note of the objection.

Mr. FITZ continued—The prisoner first denied that he had taken more money, but during the interview he acknowledged it. I asked him the amount, and he said he had no idea as to its extent. I told him I should make a thorough investigation and find out what he had taken. He told me he would repay all he had taken, as he had in in America, between $20,000 and $30,000 worth of property, which he had telegraphed for. The message, I understood him to say, had gone to his brother-in-law. I do not know anything further having taken place at that interview. I had other interviews with him afterwards. I asked him if he had received any telegrams, and he said he had not, but when he did he would let me have them. He gave me one. It was from New York, dated the 3rd of March, and signed by a person named Hibbs, and the message was "In four days." From that I understood the money would be remitted in four days, and I believe the prisoner expected to have it by telegraphic transfer. I do not think he knew anything more about the money coming than I did. He showed me the telegram, and I gave it back to him. He promised to pay us the money on account of the money he had taken. I did not specify any amount at the time, because I did not know it. After that interview I did not see the prisoner for some days. I sent for him on the 13th March. He came, and I asked him if he had any further telegrams, and he replied "no." I told him there seemed to be something wrong, and I asked him if he would send another telegram written at my dictation. He said he would, and a telegram was sent. It was addressed Hibbs, care of Hooper and Townsend, Philadelphia, and was in the following words—"Anxious for funds, remit by telegraph instantly." It was signed Eckfeldt. On the 15th a reply came from New York, dated the 14th of March, and addressed to Eckfeldt, Shanghai. It was "Cannot telegraph funds, mail twelve hundred pounds." I was dissatisfied at finding the amount so small, when he had represented he had so much property in America. He insisted that he had property there, and I suggested another telegram should be sent. This I think was on the 17th of March. It was addressed to the same gentleman and worded "Realise every investment belonging to me, remit by telegraph, urgent necessity." That telegram was sent to me by the prisoner, and it was signed by him. I did not think it sufficiently expressed what we had decided it should express, and I added the words "imperative order." I signed the whole telegram, and sent it to the office, as the prisoner had said he had no money. I am not aware there has been any reply; I have not seen one, and whether the accused has got one I am unable to say. In the telegram was also the word reply. We have never received the twelve hundred pounds.

In answer to a question by the COURT as to whether he had any questions to put, Mr. Robinson said he could not take any part in this portion of the proceedings, having objected to the evidence as inadmissible, on the ground of irrelevancy; but the Court might perhaps like to know that all these discoveries were made before the prisoner's arrest, and before the indictment was framed.

The COURT replied that the dates were so well laid down, that the Court could easily determine on that point.

Mr. W. W. LOVETT was then called. He said—I am in the employ of Messrs. Russell & Co. My duty is to attend to the cash-books of the S. S. N. Co. We keep an account of the freight and passage. Up to within six weeks ago, I did not keep a separate account of the different passengers; we do now. In making up my books, I got the information from the prisoner's books. They were brought to me by the compradore. I don't know anything about the connection between Chu-han and the prisoner. All the freightage money and passengers accounts pass through my books. My cash-book shows the accounts of each steamer. If there had been a mistake in crediting one steamer with the earnings of another, I should have found it out within a month. I did not hear of any mistake of the kind occurring with regard to the steamer *Hirado*. No money received on account of the *Hirado* has been transferred to the account of the *Honan*. The principal books of the S. S. N. Co. are kept at our office in Shanghai; it is the head-office of the Company. If such a mistake had occurred in connection with the earnings of the steamers, there probably would have been a cross entry in the book if discovered before the end of the month, but if the cash had been journalised there would have been a special entry. If there had been such a mistake, it was no part of the prisoner's duty to correct it. I know nothing about the earnings of the different steamers, except what I obtain from the prisoner's books and the compradore. The passengers' tickets are returned to the prisoner. The amount of money accounted for in connection with the trip of the *Hirado*, in February, 1876, is Tls. 686.90 and Tls. 26.

By Mr. ROBINSON—I adhere to the statement that it was not part of the prisoner's duty to correct a mistake in the earnings of a steamer, if all the money was paid in by the compradore. Everything that was paid to the compradore on account of the steamers was brought to the knowledge of the prisoner. When I say it was not part of the prisoner's duty to correct a mistake of this kind, I mean when all the money had been

paid into the house. I suppose the prisoner would know if Tls. 1,300 had been paid into the house on account of any steamer. Supposing the prisoner, for any reasons of his own, chose to think there was a mistake in any payment, it would be his duty to correct it, before he had entered it at all, and if he thought a portion of the earnings of one steamer ought to be credited to another, he would be perfectly justified in pointing it out to the compradore. He would not be justified in correcting such a mistake in the way he thought best and most convenient. There could not be a convenient nor inconvenient way of correcting an error. In the usual course of events, I should expect him to mention such a mistake to me, but I don't suppose it was any part of his duty to tell me. The Tls. 600, balance of the *Hirado* account, has been put on the suspense account.

By Mr. EAMES—Taking money from the compradore was not the proper way to correct a mistake.

Mr. EAMES said this closed the case on behalf of the prosecution.

Mr. ROBINSON presumed this was the proper time for him to announce that he did not intend to call any witnesses on behalf of the prisoner, and therefore his friend might sum up the case for the prosecution, reply to the objections which had been raised, and elect whether he would proceed on the charge of false pretences or embezzlement.

Mr. EAMES said it would be difficult for him to reply to objections when he did not know what they all were to be, and asked Mr. ROBINSON if he intended to make any further objections.

Mr. ROBINSON replied that it was his intention to dispute the ownership of the property alleged to have been taken, and also to object to the description of the parties in the indictment.

Mr. EAMES said he should be as brief as possible; it was not his intention to take up more time than was absolutely necessary. His friend had taken certain objections to the indictment, but had made no objections to the evidence as yet, and it was difficult for him to premise what he intended to say in reference to it. It would be necessary for him to comment on the testimony, but before doing so it would perhaps be better for him to go into the law of the case. The first objection by his friend, was with regard to the presentment. He need not say much on that point, for he thought the authorities he had quoted were sufficient to dispose of the argument of his friend. Then as to the amendment of the 7th and 8th counts in the indictment. He had also cited authorities on that point, and they had been taken down by the Court. As he stated at the time, this matter was unimportant, so long as it came within the time mentioned in the statute. He failed to see how the offence was barred by the statute, as it only referred to minor offences; and as he argued before, it seemed impossible to consider this a minor offence. In addition to the authorities already cited, he would refer the Court to the revised statutes, page 795, section 4099. That statute authorised persons to settle minor offences with the Minister or Consul. The word minor was no doubt a peculiar one, as used in the statutes, and ought not to be used in any statute in that manner, but it could not be supposed that any Minister or Consul would authorise a compromise of the offences charged here.

The COURT read the section referred to, and said the offences which the Minister and Consul were authorised to settle according to it, were those not of a heinous nature. The word minor was not used.

Mr. EAMES then referred to another section in which the term minor offence was used. He need say very little in reply to the objection raised to the offences being joined. All the offences charged were misdemeanours, and by the authorities Mr. Robinson himself had quoted they could be joined; and for a deposition of plaint in the United States he referred to 1 Wharton, page 2, section 2. There was, however, no particular code of law to guide them, and they must refer to the laws of civilised nations, and especially to England and America. Very few of the laws of the United States were applicable here, but he might point out that neither the general law of the United States, nor the law of the district of Columbia, in describing these offences had used the word felony. They were not felonies, but misdemeanours, and by the law of England three of them could be joined in one indictment if committed within three months before the finding of the indictment. Then, again, as the words "contrary to the form of the statute." That objection was of no consequence, for these proceedings were under no statute except the general one empowering the Court to arrest and try for offences against law, and the words might be rejected as surplusage He referred to Wharton, page 415, section 62. He thought it scarcely worth his while occupying the time of the Court, in replying to the objection as to the description of the firm and the employment of the prisoner. There could not be the slightest doubt in the matter, for they were both distinctly defined. From some of the questions his friend had asked, he took it that he was going to contend that it was necessary for the precise amount to be stated. He thought it would be quite sufficient if he merely mentioned his authorities to the Court—Massachusets Revised Statutes, page 800, section 42: 2, Wharton, page 521, section 1911; 1 Wharton, page 219, section 363; Archbolds Pleadings in Evidence in Criminal Cases, page 376. Mr. Robinson had shown a disposition to raise an objection as to the ownership of the property. It was quite true that the money had to be accounted for to the S. S. N. Co., but Messrs. Russell and Co. had to collect it, and hold it in hand until the Company disposed of it in some way, and he contended that any objection on that point would be trivial. A special property such as that of a pawnee or baillee, was sufficient as against a wrong-doer. He cited Russell on Crime, page 288; 2 Wharton, section 2647; Archbold, pages 384 and 386. Another curious argument of his friend seemed to be, judging from the cross-examination, that no matter how much money the prisoner had succeeded in getting from the compradore, it was not by any means false pretences. He thought the evidence plainly showed that the prisoner had got the money by false pretences from the compradore, for certainly he had said things in some instances which were untrue, and if the prisoner had not got the money by false pretences it was extremely difficult to say what his crime amounted to in law. Of course, the prisoner had made false representations to the compradore, and he thought he had proved it. Even in the cases in which the prisoner had obtained the money from the compradore without giving him any explanation, there was an implied false pretence, for the compradore thought the money was to correct some mistake. or had been paid wrongfully. In many of the cases, and especially in the one of the *Hirado*, where the prisoner had taken the Tls. 600, it was clear he had obtained the money by false pretences. On this point he referred the Court to 2 Wharton, page 619, section 2124, and remarked that it was a well known fact, the great influence foreigners had over the Chinese in large establishments, and it was plain to everyone that the prisoner had abused the confidence placed in him, and whenever he asked the compradore for money it had been given to him under an implied and not express, false representation and pretence. The obtaining of the money and the false pretences had been proved, and it could scarcely be doubted that these two facts stood in the relation of cause and effect. The Court had been very attentive in dealing with the evidence, and therefore he should be very brief with regard to it. In the first instance he would say a few words with regard to the charges of embezzlement in the cases of General Raasloff and Mr. Shultz. In that case they had the counterfoils signed by the prisoner showing that they were each to pay Tls. 40 for their passage, and only Tls. 60, instead of Tls. 80, had been entered in the passengers books. What he had now said applied to all similar cases in the indictment, and he contended that the entry of the different amounts by the prisoner was sufficient proof that he had received the money, and it remained for him to show how he had disposed of it. It was the prisoner's duty to account for the money, and if there had been a mistake, it ought to have been noted in the books somewhere, but such was not the case. There were the Tls. 30 paid on the 17th of April, 1875, which had not been accounted for to this day. Then there was also the Tls. 140 in Bishop Russell's case, and the fact of the counterfoils being signed by the prisoner, was conclusive proof that he issued the tickets. It was his business to account for the money, but he had not done so, and it was beyond dispute that this, and the case of the Tls. 30, were clear cases of embezzlement. The prisoner had received the money, and he failed to pay it over to anybody, and a mere failure to account is sufficient. (Archbold, 384.)

Mr. ROBINSON pointed out that the prisoner was not charged with embezzlement in the cases his friend had just mentioned, but with obtaining the money by false pretences, which was vastly different.

Mr. EAMES then referred to the case of the Chinese passengers by the steamer *Hirado*, on the 26th of February, and said the facts in it were so palbable that he need not go into details. In the three cases, he contended that the evidence proved most distinctly and conclusively, that it was in consequence of the false and fraudulent representations made by prisoner, to the compradore, that the money was paid to him. The evidence was clear and conclusive, and it would be difficult to imagine a stronger case of obtaining money by false pretences. The case of Mr. Hjousberry's was on a different footing. An order was given on Messrs. Kelly and Co., and the compradore went and got the money, and the prisoner took the money from the compradore. The evidence was plain and simple, and it was clearly a case of embezzlement. It was a fact worthy of notice that there was no entry in the passengers book, but on the counterfoil there was, in the prisoner's own handwriting, an entry for Tls. 30. In the case of Mr. Christiernsson, the ticket counterfoil showed that Tls. 60 had been paid for the passage. Mr. Christiernsson had been called, and deposed that he paid the money, and made the passage. The money had not been accounted for, and it would be difficult to imagine a clearer case of embezzlement. The evidence he had adduced had proved the substantial facts in connection with the different charges in the indictment, and he maintained that the charges of obtaining money by false pretences, and the charges of embezzlement had been conclusively proved. He did not think it necessary to say anything further with regard to the evidence, but he would say a few words with regard to the punishment to be inflicted, supposing the prisoner should be found guilty, as he presumed he would be. He believed that the verdict and sentence were, in this Court, included in the judgment.

The COURT said that was so.

Mr. EAMES thought it proper to refer to the law on the subject, and pointed out that the statute empowering Consuls to arrest and try citizens, also gave them the power to inflict punishment at their discretion. It was unnecessary for him to read the various authorities on the point, and, therefore, he would merely mention them, and then the Court could refer to them if it thought fit. He then mentioned the following authorities; United States Revised Statutes, 5438 and 5439; Massachusetts Revised Statutes, page 797, New York Revised, Statutes, second volumn, pages 698 and 699, sections 53 and 59; Massachusetts Revised Statutes, 802; two New York Revised Statutes, pages 697, 698, and 699, and Archbold, 311. He pointed out that the term of imprisonment for the offences for which the prisoner was charged varied from one to five years. He (Mr. Eames) then proceeded to say that the evidence which he had adduced must have convinced the Court that the prisoner had been guilty of a most monstrous offence against good morals and society; he had not merely taken advantage of his position of trust to plunder the outside world, but worse than that, he had plundered his employers who placed in him the most implicit confidence. He failed to remember a case so bad as the present one ever coming before that Court. To plunder the public was bad enough, but to abuse confidence, and plunder an employer was far worse. It was not for him, but the Court to decide the case, and the punishment, but he would venture to say that it would be a gross miscarriage of justice, if the prisoner escaped such punishment as would be a lessen to others in places of trust, and enjoying the confidence of their employers. Before concluding he had to make an unusual request. He believed there was no precedent for it in this Court; but still he thought it right to make it, and it was, in case the prisoner was convicted, for the Court to make an order for him to pay the costs, as he understood he had money in hand, and he referred to the Revised

statutes of the United States, sec. 974. With confidence he left the case for the prosecution in the hands of the Court.

May 11th.

Mr. ROBINSON addressing the Court on behalf of the prisoner, said—Before I open the defence, I must ask the Court to rule one way or the other, as to the application I made to my friend yesterday. I called upon him to elect, but he did not do so. My contention is that two offences of a different class of crime cannot be put in one indictment, and I called upon my friend to elect upon which he would proceed. If the Court rules that he is not put to election, then the Court will perhaps place my objection on the record.

The COURT did not think Mr. Eames was called upon to elect in the spirit of the procedure.

Mr. ROBINSON—Do you bear in mind the authorities I cited?

The COURT remembered the authorities.

Mr. ROBINSON—Then I ask you to put a note on the record, to the effect that on the application of the defendant's Counsel, the Court ruled the prosecution was not bound to elect, and that I have to deal with all the charges.

The COURT—Your objection is that two charges of a different nature cannot be embraced in one indictment.

Mr. ROBINSON—Yes, that is it, and the authority prohibiting it, is section 1024 of the Judiciary Act, revised. (The section was read.) From that section the inference is, that where crimes are not of the same class they cannot be joined, and in support of my own opinion on the subject, I refer to Mr. Bishop's book on Criminal Law, second volume, paragraph 327. (Read.) It is plain, therefore, upon general principles they cannot be joined, but perhaps the Court wishes to be satisfied that the offences are of a different degree. It is pretty plain that they are, and I would direct the attention of the Court to the second volume of Bishop's Criminal Law, paragraph 380. Speaking of the degree of the offence he (Bishop) says, embezzlement is a felony, and in the 485th paragraph of the same volume, obtaining money by false pretences is defined on common grounds, a misdemeanour, and not a felony. Then, again, I have Mr. Clarke's Magisterial Synopsis, in which at page 66, the Court will find under the head of indictable offences, embezzlement described as a felony, and at page 872, under the title of false pretences, false pretences are described as misdemeanours. Therefore, if the Court assumes that these two offences are crimes of a different degree, the one being a felony and the other a misdemeanour, then I say the inference from section 1024 of the Judiciary Act, is that they cannot be placed in the same indictment, and I am supported by Mr. Bishop. Do I still understand the Court to rule that it is not necessary for the prosecution to elect?

The COURT—Your objection is noted; you had better deal with the indictment as it stands.

Mr. ROBINSON—I understand then that I am dealing with the indictment as it was served upon the defendant.

The COURT—Yes, except the amendment of the date; the 24th of December has been put in for the 22nd of February.

Mr. ROBINSON—Is my objection noted in reference to that amendment?

The COURT—Yes.

Mr. ROBINSON—I have to deal with the indictment, assuming the Court has allowed the amendment; but I shall deal with the indictment as I have it, and as I think I have a right to deal with it. It now becomes my duty to lay before the Court the grounds on which I submit to you the defendant is entitled to an acquittal on all the charges brought against him. These grounds, for the sake of clearness, I shall divide into two parts; first, objections to the substance and form of the indictment; and secondly, to the insufficiency of the evidence to support the charges made in the indictment. Under those two heads, all the grounds of my defence will be found. It is not an unfrequent thing to hear persons unfamiliar with the law treat technical objections as trivial things, matters not worthy of consideration, and more calculated to hinder, than assist justice. A greater fallacy could not exist. I apprehend there are few things more dangerous to the liberty of individuals, and the security of property, than a disregard of recognised forms and technicalities. They have been established chiefly for the purpose of obtaining uniformity and certainty in the law, and if one judge in the exercise of his discretion could decide that one particular thing was only a matter of form, and another judge disagreed with him, and decided quite differently, the uniformity and certainty of the law would be gone, and we should find ourselves plunged into confusion. It is the business of the prosecution to prove the case distinctly and affirmatively, and any objections which tend to show that the prosecution has failed to support its case, these objections I say ought to be sustained for the common safety of all. Now, I said at the opening of my remarks that I should first proceed with the objections to the substance and form of the indictment. In the first place, I will ask whether the Court has noted my objection with regard to the presentment of its oath?

The COURT—Yes, and I may say it is an old objection which has been over-ruled

Mr. ROBINSON—I was not aware of that, but whether it has been over-ruled or not, I take it, that it has never been carried to a Court of Appeal, and therefore, I take it, it is necessary the objection should appear on the record.

The COURT—I should be very glad to have an appeal.

The COURT then read the objection as entered on the record. It was as follows:—Mr. Robinson objects to the indictment being expressed on the oath of the Vice Consul-General, on the ground that there is no one to administer it.

Mr. ROBINSON—The next ground on which I ask for the acquittal of the defendant, is that the jurisdiction of the United States—the national Court—extends only to offences which have been created such by statute. My authority for making that assertion is the second volume of Abbott's work on Criminal Law, pages 177 and 178. (Read.) Those remarks are very pertinent to a good deal of the evidence in this case, as also upon the point on which I cited them, and I ask the Court to carefully bear them in mind. All the counts in this indictment charge an offence as having been committed contrary to the statute, but neither in the indictment, or during the evidence, have I been referred to the statute on which the prosecution relies, and it places me in a very serious difficulty. I should have been much less embarrassed in making the prisoner's defence if the statute had been pointed out, and, moreover, it is very unreasonable to put the defendant in such a position as to have to guess under which statute he is being proceeded against. I see no statute amongst the Revised Statutes of the United States, which makes embezzlement of private property an offence, or obtaining money by false pretences an offence. I can easily understand the reason why. It is simply because the Legislature thought it best for each State to determine what was best for itself. In the case of the district of Columbia, Congress has passed an Act which does not make obtaining money by false pretences a crime, but it does make embezzlement a crime. Throughout the Revised Statutes, there are plenty of enactments making embezzlement of public property a crime, but there is not one single enactment, showing that to embezzle private property is a crime. That being so, I submit that if there is no statute declaring embezzlement of private property to be a crime, this Court is not competent to declare it an offence, however competent it may be to form an opinion. The section giving jurisdiction to the Court, is the 4087th of the Revised Statutes, and it sets forth that the Consul shall have power to arrest persons for just reasons charged with having committed an offence against law. I say when a reasonable interpretation is put upon the word "law," in that section, giving this Court cognisance of these offences, it plainly means that which is recognised by law in the United States. (Section read.) I find no book of practice applicable to the United States, showing that these offences are declared to be an offence, but then the Minister may be said to have power to declare such; but there is no regulation made by the Minister making embezzlement an offence.

The COURT—The penal code of Columbia makes false pretences punishable by imprisonment.

Mr. ROBINSON—That is an enactment applicable to the district of Columbia and does not apply here.

The COURT—Columbia covers the States.

Mr. ROBINSON—But this place cannot be considered a State.

The COURT—No.

Mr. ROBINSON—The next objection which I have to urge upon the Court, is that the second, third, fourth, and fifth counts in the indictment for obtaining money by false pretences are bad in themselves, and that the defendant is entitled to be acquitted upon them, simply because there is not a sufficient description of the owners of the property obtained, or of the parties injured. Those persons are described in the indictment by the words "the said firm of Russell and Co.," there being no firm of Russell and Co. previously mentioned in the counts. The first count gives a description of the persons called Russell and Company, by saying they consist of Walter S. Fitz and others. I won't now raise an objection to that description of the firm in the first count, but I shall have something to say upon it in the course of my argument.

The COURT—Do you accept the change in the firm stated by Mr. Fitz?

Mr. ROBINSON—I shall form an objection upon it; and it shows the looseness of the way in which this indictment has been framed. There is no such firm as Russell and Co. mentioned in the 2nd, 3rd, 4th, and 5th counts, and if the words "the said firm of Russell & Co." refer to something in the first count of the indictment, then I say it is an improper mode of framing an indictment. It is obviously improper, on the ground that each count charges offences committed at different times, and it may well be, that W. S. Fitz and others may be at one time partners of the firm, but at another time W. S. Fitz or somebody else may not be partners, and there has recently been an alteration in this very firm; therefore, I argue that these counts in the indictment are obviously too loose to admit of a conviction. That it is necessary to state the true and real ownership of the property, I refer the Court to Roscoe's Digest of the law of evidence in criminal cases, page 450, and to Archbold, pages 33 and 35. (Sections read). I imagine, in strictness, that it was the duty of the prosecution to have set out the individual partners in the firm of Russell and Co., and that if the evidence showed a different set of partners at the time of the alleged offence, the variance would be fatal to the indictment. There is a case cited at the 36th page in Roscoe's work, and I refer the Court to it. I imagine that nothing can be stricter in criminal cases than the procedure observed in the English Courts, and I apprehend the same degree of strictness ought to be observed in American Courts, whose jurisprudence and jurisdiction are avowedly formed on ours. I think it my duty to point out to the Court that possibly such an objection as I have just taken may have been intended to be met by the section 1025 of the Judicature Act, and I think this is not a mere matter of form. Now, with reference to the seventh, eighth, ninth, tenth, eleventh, and twelfth counts in the indictment, which are for embezzlement, I submit that they are bad, for the same reason, because they only aver who were the defendant's employers by the words "as aforesaid." Russell and Co. are not mentioned in the first part of the seventh count, which is the first for embezzlement. It merely states that the defendant while in the employ "as aforesaid," did so and so, referring to the counts in the indictment for a different offence,—and I submit that this is improper, and if the seventh count is bad the counts resting on that count must fall. If reference be had to the first count in the indictment, I mean if the seventh count is held to have reference to the first count, then I say that the parties who composed the firm of Russell and Co. at the time the offence alleged in the 7th count was committed, are not the same, and the indictment on that ground is bad. All the counts are open to the same objection, viz., the imperfect description of the parties injured, and on this ground I strongly submit the defendant is entitled to an acquittal on all the charges. The next objection I have to make to the Court, is that the ninth and tenth counts in the indictment, are bad for two reasons. They are bad in the first instance on the ground of duplicity, that is to say, that two distinct offences cannot be charged in one count,

an authoritity for that, I refer the Court Roscoe's work, page 189, where he says offences are charged in the same count dictment itself is bad. Each of these charges that the defendant obtained by false pretences, and that he led the same money, and I say ground the count is bad and must be out altogether. The same counts are gain, in reference to the charge of ement. When I come to point out pre- the ingredients of embezzlement, the will see it more plainly, but I will your to make it plain now. These counts re aver that the defendant was in the of Russell and Company, and the e of embezzlement is, that the offender be in the employment of some one, and roperty embezzled must be received d in the name, and on account of his er, and on that ground these counts fail. Then, also, there is my objection to fences being joined; and it can be easily ed the confusion a defendant would be it were legal for two, three, or four es to be embraced in one count. On the rities I have cited, there cannot be a w of a doubt as to the counts being and if so, the defendant must be tled as to them. I think I have now ed the attention of the Court to all the ds of objections I have to make to the nce and form of the indictment, and which I rely for the defendant's right to uitted. I come now to the other part e case, namely, the insufficiency of the ce to support the charges contained in dictment. For this purpose, perhaps Court and the Associates will divide se into two parts, the first part consisting three charges for obtaining money by pretences, and the second part of the charges of embezzlement. I will deal the first set first, and the evidence touch- pon them, and then I will go to the set. To make myself intelligible, I I had better point out to the Court are the necessary ingredients to support rge of obtaining money by false pretences, nless that is clearly understood it is im- ible to see in what respect the evidence is tive. I have here Mr. Campbell Sleigh's y book on Criminal Law, which con- a very clear definition of this offence, e says that the ingredients of the evi- e of false pretences must be, first, there be a false pretence; secondly, the person ng use of the pretence must know it to lse; thirdly, there must be an intent to ud. I particularly call the attention e Court to the next ingredient, for it is pon to all the charges in this case, and ly entitles the defendant to an acquittal. the owner of the property must have deceived by the pretence and have parted his property in consequence of his f in its truth. Unless that ingredient , the Court cannot convict the ner, but by law it must acquit him. I particularly that last ingredient I have e be impressed on the mind of the Court; ly, that the owner must have been ved by the pretence; for it must be fresh e minds of everyone who heard the nce, that the compradore deposed, over over again, that he was in no way de- d by the defendant, that it was perfectly aterial what reason he had for asking for money, and if no reason had been given l, the money would have been given to the ndant just the same. Whether General loff and Mr. Shulz over-paid their ge or not, whether in the cases of Bishop ell and Mr. Moellendorf they took their ges or not, and whether the money in *Hirado* case was paid by mistake or is immaterial; for the compradore ed over and over again in the most erate manner possible, that these state- s had no influence whatever upon his l, and therefore the defendant did not in the money, as is alleged, by means of false pretences, but he obtained it in equence of the trust and confidence the pradore placed in him. On that point I the Court to Roscoe, sixth edition, pages and 446 (Read.) The case there cited very simple one, and one exactly to the t, except that this case is much stronger, much as the compradore explained so his motives and reasons for paying the ey over, and there is not a shadow of ence for saying that the defendant ob- tained the money by false pretences. The case cited by Mr. Roscoe is reported by Carrington and Payne in the second vol., page 689 (Judgment read.) From that judgment, it is quite plain that, unless the Court is prepared to say that the defendant obtained the money by means of false pretences, as is alleged, he cannot possibly be found guilty. I propose now to take the three cases of obtaining money by false pretences in their order, to call attention to the evidence given, and to point out the various things which are in favour of the defendant. The first case is that of General Raasloff and Mr. Shultz, who took a passage by the steamer *Shantung*, on the 19th of April, 1875. The charge in that case is, that the defendant falsely represented to the compradore Chu-han, that General Raasloff and Mr. Schultz, who had paid for their passages for that trip, had paid Tls. 20 in excess of the proper charge, and in consequence, the compradore handed him over the Tls. 20. That is the charge brought against the defendant in this instance. The Court will please to bear in mind the fact that the indictment alleges the defendant said Tls. 20 had been paid in excess of the proper charge. The evidence showed that the ticket book contained two counterfoils, in the defendants handwriting, from which it may be inferred that he issued the tickets to each of the persons in question, and charged Tls. 40 each for them, but unless the inference is confirmed, it is not worth much. Yesterday it was substantiated to a certain extent by the evidence of Captain Winsor, who stated that General Raasloff and Mr. Shultz did go the trip. Again, the prosecution has given evidence that the book called the passengers book kept by the defendant, did not contain a correct entry, for instead of Tls. 40 each being entered, only Tls. 30 each are entered. That is the second step in the evidence for the prosecution. The third step is that an order signed by the Vice Consul-General for Tls. 80, in favour of nobody, but for the two persons above named, was paid to Russell and Co., through the compradore, who retained it two days, and on the 19th of April, handed it over to the defendant by his desire, along with two other sums of Tls. 50 and Tls. 30. No evidence has been offered with regard to the Tls. 50 and Tls. 30; we have only to deal with the Tls. 20, and I now proceed to point out to what extent the evidence is deficient. No evidence has been given to show that the defendant represented to Chu-han that the two passengers did not go. Chu-han in his evidence the first day, said the reason was given to him that the passengers did not go, but on the second day when I came to question him, he said the defendant did not give any reason whatever for wanting the Tls. 20, and consequently the prosecution have failed to prove the false pretence.

The COURT—What was done with the money?

Mr. ROBINSON—That has nothing whatever to do with the matter. The prosecution have to prove that the defendant obtained the money by means of a false pretence.

The COURT—Am I then to infer that defendant got the money?

Mr. ROBINSON—You have to infer nothing whatever. The defendant is here and says the prosecution have charged him with something, and having failed to prove that something, he claims his acquittal. Again, I will point out that the evidence is insufficient to support a conviction. There is no evidence to prove that the Tls. 20 was not paid in excess, and there is no evidence to prove that it was not returned to its proper source. Captain Winsor has deposed that the single fare was Tls. 30, and there being no evidence that the passengers had a servant, it is a fair inference to draw that the Tls. 20 had been paid in excess and had been properly returned. The defendant might have stated what was perfectly true to the compradore, and there is not the least evidence to show that he obtained the money by means of any false pretence.

The COURT—You appear to be most technical.

Mr. ROBINSON—Not at all technical, for no man's life and property would be safe if he could be convicted on such evidence as this, of an offence of this nature. I must again impress upon the Court that the evidence of Chu-han distinctly proves that he paid the money to the defendant, not for any reason given at the time, but because he was desired to do so. That is all I have to say upon the first charge, and I submit that a clearer proposition could not be laid down than that, and upon this evidence the defendant is entitled to be acquitted. I come now to the charge in which Bishop Russell and his party were passengers. The charge is that the defendant falsely represented to Chu-han that Bishop Russell was not going by the steamer, and by that false pretence he had obtained Tls. 140. This is not a representation of an existing fact. As another instance of how slight a variance between the pretence laid and the pretence proved upsets an indictment, I will quote another case that of the King *v.* Plaistow, reported in one Campbell, page 494, and cited by Mr. Archbold in his Criminal Cases at page 408. I quote this case simply to show the Court that I am not splitting hairs, and these cases are as much the law of the land as any statute in existence. (Case read.) It would lead to a fatal laxity in the conduct of justice, if a man was allowed to say one thing in an indictment, and when the case came on, for him to prove something else; and it is best in criminal cases to be guided, and act strictly in accordance with the letter of the law. After this digression, I will return to the count in which the defendant is charged with obtaining, by false pretences, the Tls. 140, paid for Bishop Russell and his party. The evidence adduced in support of that charge shows that a ticket book contains two counterfoils in the defendants handwriting, from which it may be inferred that two tickets were issued, one for Bishop Russell and Mrs. Russell, and the other for Miss Bear. There is evidence that the party did travel by the steamer at the time specified, and in addition to that the passengers book has been produced and it contains no entry of Bishop Russell and his party having gone the trip or having paid their passage. Here I would observe that Miss Bear is not mentioned in the indictment. I do not desire to confuse the Court, but I think it should be borne it mind, that there seems to have been a separate and distinct passage granted for Miss Bear, and another one for Bishop Russell, and therefore the evidence seems to prove a variance in the indictment. I will not, however, trouble your mind with labouring that point. The evidence then goes on to prove that Mr. Krauss took the passages, but according to his recollection only one ticket was issued, although there were two counterfoils, and he said he paid Tls. 140 on the 17th of September to Russell & Co.'s shroff. The prosecution next proved that the defendant instructed Chu-han to return the Tls. 140 to him, saying at the time the passengers did not go. These are the facts proved on behalf of the prosecution, and I will now call your attention to those facts which have not been proved, and which ought to have been proved. It has not been proved that the defendant made any representation to Chu-han, as to the names of the passengers who did not go, and, therefore, there is a missing link of an important nature. When he asked for the Tls. 140 to be returned, it might have been any Tls. 140, and not the Tls. 140 which had been paid on behalf of Bishop Russell and his party. In the next place, there is no evidence to show on the part of the prosecution that the money has not been returned to Bishop Russell. I confess this is strictly a technical objection because we have it proved in evidence that the money was paid, and that Bishop Russell and his party made the passage, but I submit it is necessary before a conviction can be obtained, for it to be proved that the money has not been returned, and if there is the least doubt about it the defendant is entitled to the benefit of it. Lastly, in connection with this charge there is still the fatal objection which runs through the whole of the indictment, and which cannot by any possibility be got rid of, that Chu-han has proved that he did not pay this money to the defendant in consequence of any representation which the defendant made to him. In answer to my questions he told me three times distinctly, that he gave the defendant the money simply because he was told to do so, and not on any other grounds. I contend, therefore, that the Court has it as plain as language can make it, that the money was not obtained by means of any false pretences, and on these grounds the defendant must be acquitted.

his is a proposition in law beyond dispute. come now to the third case of obtaining oney by false pretences, that of Mr. Mœllndorf's. This charge is similar to that of ishop Russell's, namely that the defendant lsely represented that the gentleman was not ing by the steamer for which he had taken ticket. Again this is not a representation of existing fact. It is down in the evidence of compradore, and he repeated it on both ys, that the reason the defendant gave for nting the money was "that the passenger d not go." The words in the indictment e "that he was not going." Now I subit, and strongly urge that variance is quite fficient to entitle the defendant to an quittal, the offence as laid being not proved. only add this as an accumulative reason the defendant's acquittal; the conclue one is the mode in which the money as obtained. The evidence in Mr. Moellenorf's case shews that Mr. Moellendorf himself ok the passage, but from whom he does not now. He does not recognise the defendant the person who gave him the ticket, but the unterfoil of the ticket is in the prisoner's own andwriting, and no doubt from that it may a fair inference that he issued the ticket. r. Koch proved that he paid $68.50, equilent to Tls. 50, for the ticket for Mr. oellendorf and his servant, and the prosetion next proved by the passengers-book at there is no entry of the Tls. 50 having en paid, and Mr. Moellendorf swore that he ok his passage. Chu-han proved that on the 7th of September, 1875, he returned the Tls. 50 hich he had collected, to the defendant. That the evidence the prosecution adduced in is case. Now with regard to it, I just ggest to the Court whether it is not possible mebody else might have issued the ticket the defendant's absence. That, however, a very small point, and I rely on the roposition which I have urged so forcibly, at the defendant is entitled to his acquittal pon this charge likewise, because Chu-han as proved that he gave the money to the efendant simply because he told him to do so; nd, therefore, this money like the other was ot obtained by false pretences. I have now ointed out to the Court that the evidence of btaining money by false pretences in these hree cases is totally insufficient; and upon hese grounds, I submit the Court is bound o acquit the defendant. I come now to the harges of embezzlement. The first case is hat in which Mr. Hjousbery was the passenger. The counts charge the defendant with having fraudulently embezzled and converted to his own use the Tls. 30 received on account of a passage for Mr. Hjousbery, Tls. 600 paid by an alleged mistake, and Tls. 60 received from Mr. B. Christiernsson. Of course in reference to Mr. Hjousbery's case, I shall argue it on the language of the indictment. The 7th and 8th counts charge that Tls. 30 were fraudulently embezzled on the 22nd of February, 1874, but the Court has allowed an amendment, and the 24th of December, 1874, has been substituted. I decline to go into any defence in reference to an offence committed on the 24th of December, 1874, and I contend that the amendment the Court has allowed, is illegal, and that I am entitled to deal with this count as it stands in the indictment served upon the defendant. It was only when I came into Court that I had notice of any proposed alteration of the charge of embezzlement on the 22nd of February, to one of embezzlement ten months afterwards. However, I will say a few words as to the evidence which has been adduced by the prosecution in support of their charge, after the amendment had been allowed by the Court. There is a counterfoil in the ticket book, dated the 24th of December, without any year being notified, and all that can be inferred is that on some 24th of December, in some year, a ticket was issued and Tls. 30 paid for it. I think Mr. Hjousbery proves in his evidence that he went to Hankow on the 24th of December, 1874; still that does not prove he went with the ticket to which this counterfoil refers. I merely suggest to the Court this proposition.

Mr. EAMES—It is in evidence that the next counterfoil in the book has 1874 on it.

Mr. ROBINSON—One document cannot prove another, and I would remind the Court of the authority I quoted from Abbott, in which it says nothing is to be left to implication or intentment, and no argumentative inference can supply the want of facts. The evidence in this case of Mr. Hjousbery went on to prove that he took the passage, that he did not receive any portion of the passage money back, and that no entry was made of his passage in the passengers' book kept by the defendant. Further, the prosecution has proved that Chu-han received from Messrs. Kelly and Co. $40.80 and handed over Tls. 30, to the defendant. Now I submit as a matter of law, that upon this count in the indictment the defendant is entitled to be acquitted, and I ask the Court to take a note of my objection. I say the defendant is entitled to be acquitted by reason of the offence charged being barred by the statute. The Court has amended the indictment, and by that amendment the offence charged in the indictment ceases to be barred, and that shows how greatly the defendant is prejudiced by the amendment. I press my objection. (The statute was read, and it stipulated that the charge for an offence of this nature should be brought within two years.) Now the offence first charged is dated on the 22nd February, 1874, and the indictment is not framed until April, 1876, consequently it would, under that section, be barred. If the amendment is allowed, it practically puts the defendant to the defence of a charge totally different from the one with which he was charged in the indictment served upon him. I also submit that this count is bad on the ground of a fatal variance. The offence laid in the indictment, as it was served upon the defendant, charged him with embezzling money on the 22nd of February, 1874, and the evidence adduced proved that he embezzled money on the 24th of December, 1874. I say the Court has no power to amend the indictment, and no authority for the power has been cited, and, therefore, the variance I have pointed out is fatal. I shall also ask the Court to decide whether the charge in this instance is not likewise barred under our rules here. By the 82nd rule of the procedure of this Court, heinous offences, not capital, should be prosecuted within six years, and minor offences within twelve months. I shall ask the Court to hold that this is a minor offence, as I think the authorities prove it to be, and that it falls through on the ground that it was not prosecuted within twelve months. I can find no definition of "heinous" offences, and embezzlement of private property is not declared an offence at all by the Revised Statutes. It may therefore fairly be classed as a minor offence.

The COURT—In pursuance of what Act of Congress are those regulations for proceeding here made?

Mr. ROBINSON—I don't really know, but I should say under the 4086th section of the Revised Statutes. The regulations are made by the Minister, and I think we can take it that he had some authority for making them. I submit further, however, in connection with these counts, that the defendant did not receive any money from Mr. Hjousbery. He is charged with having embezzled moneys belonging to his employers, but he received no money; he only received an order for the payment of money, and he delivered it for collection to a servant of his employers in the ordinary way, and he then desired the servant to give the money to him. The servant paid the money to the defendant, but that is not embezzlement. I forgot to point out of what embezzlement consisted. It is essentially different from the offence of obtaining money by false pretences, and by the same act it cannot be held that both offences have been committed. I will now point out what are the ingredients of embezzlement, as defined by Mr. Sleigh. To embezzle, he says, the person must be a servant, or employed as such, and the defendant comes within that definition; then, secondly, he must receive the money for, and on account of his master, by virtue of his employment, and in the course of his duty as such clerk or servant. The defendant, in this instance, does not come within that proposition. The evidence shows that he did not receive the money on account of his master; he merely received a piece of paper representing money, which he gave to a servant of his master to collect, and from the moment that money was in the possession of Chu-han, it was in the possession of Messrs. Russell and Co., and from the moment it was in their possession the defendant could not embezzle it—you cannot embezzle anything which is in the custody of your master, it must be intercepted before it reaches your master's pocket.

The COURT—The money was on its way to the master's pocket and it was intercepted.

Mr. ROBINSON—In law, from the moment the money was in the possession of Chu-han, it was in the possession of Messrs. Russell and Co., and there is an end to the offence of embezzlement.

The COURT then adjourned for luncheon.

On the COURT re-assembling, Mr. Robinson continuing, said—Since we were here this morning I can give the Court a reference on the question of limitation—the time in which an offence should be charged. It is section 1044 of the Revised Statutes, chapter 19. (It sets forth that any offence, not capital, should be charged within two years.)

The COURT—It refers to cases under subsequent statutes.

Mr. ROBINSON—I take it that it is the national law, and over-rules everything. When I left off, I was dealing with the case in which Mr. Hjousbery was the passenger, and my contention was, that the defendant got the money after it was in the possession of Messrs. Russell and Co., therefore it is not embezzlement. In support of that view, I refer the Court to the case of the "King *v.* Murray," cited in Russell 449. I come now to the last observations I have to make upon Mr. Hjousbery's case. I contend upon the evidence that these counts seven and eight are bad as not clearly stating in whose service the defendant was. The Court will observe that in the indictment, the only description of Russell and Co. is contained in the first count in which it is stated the firm consists of W. S. Fitz and others. In the counts to which I am now alluding, the seventh and eight, it is stated the offence was committed "while employed as aforesaid." I admit no meaning for those words, because the words "as aforesaid" have no antecedent in the count, there is nothing in it to which they relate, and if they are supposed to relate to W. S. Fitz and others, mentioned in the first count, then the evidence shows a fatal variance, inasmuch as it is in evidence that the persons who composed the firm of Russell & Co., mentioned in the first count, are not the same as those who composed the firm when the offence charged was committed, so therefore it amounts to a charge of embezzling money belonging to a firm, to which the money did not belong. It is in evidence that Mr. Forbes had ceased to be a member of the firm at the time mentioned in the first count, and I contend this is a fatal variance. In support of what I have said, I refer the Court to 2 Russell 425. I will now take Mr. Christiernssen's case, and leave the *Hirado* case for the last. With regard to the former one, the charge is that the defendant embezzled Tls. 60 which he is alleged to have received from Mr. Christiernssen. The evidence of Mr. Christiernssen shows that he took his passage himself, and paid the defendant in dollars, 83 I think, equivalent to Tls. 60, and he also proves that he took the passage, and that none of the money had been returned to him. The prosecution likewise prove that in the passenger book, there is an entry for Tls. 30 received for the passage. In the first instance, the indictment is wrong for having accused the defendant of embezzling Tls. 60, when he admits Tls. 30 had been received. One of the most essential characteristics of embezzlement is secrecy, and it does not look much like embezzlement, when the defendant is found inserting Tls. 30 in the book. I suggest to the Court that a person who is constantly in the habit of making out tickets for Tls. 30, in the accidental hurry of business may very easily have made a mistake. It is quite feasible to think the defendant did make a mistake, and I think it is not so far improbable that he is not entitled to the benefit of the doubt. In the pressure and hurry of business, it is very easy to make a mistake, and I ask the Court if there is the least doubt about it, to give the defendant the benefit.

The COURT—There is a possibility of a mistake being made, bnt I dont think it is probable. Tls. 60 are on the counterfoil.

Mr. ROBINSON—If the evidence does not exclude the possibility of the hypothesis, on general principles the Court is fairly entitled to give the defendant the benefit of any doubt that may arise.

The COURT—It is strange that the Tls. 140 should also be omitted on the same hypothesis.

Mr. Robinson—Each item must speak for itself. I have objected to the Tls. 140 on the ground that the defendant did not obtain the money by false pretences. It is a different matter altogether, and it is not straining a point to suppose that it was a mistake. In dealing that suggestion, of course, I can only deal, as I do rely, upon the matter of law that the counts are bad for not stating, with sufficient clearness, in whose employ the defendant was at the time the act of embezzlement was committed, and the insufficient proof as to whom the money belonged. These are the grounds on which I rely for the acquittal of the prisoner on these charges. I come now to the last case, the case of the *Hirado*. I have previously read over the count in which the charge is made, and I will not trouble the Court with it again. The Court will I hope bear in mind that the defendant, in the first instance, is charged with obtaining money by false pretences from Chu-han, and that he is charged with embezzling it. The two charges are totally different to one another, a man cannot obtain money by false pretence, and embezzle the same money. I am by the fact that the defendant has re-paid this money, and that at the preliminary examination the charge was not mentioned, I thought it must have been in the knowledge of the prosecution at the time. On the contrary, I may point out that of the five charges they then brought forward, those of General Raasloff and Mr. Shultz, Mr. Russell, Mr. Cowser, Mr. Trebing, and some one else, the prosecution has abandoned in everyone of those cases, except the one in which General Raasloff and Mr. Shultz were passengers, and it is not unimportant to recollect that these were the charges on which the defendant was arrested. The false pretence laid in the indictment is, that the defendant falsely and fraudulently represented to Chu-han that Tls. 600, out of a large sum which had been paid by mistake, and belonged to the earnings of another steamer. That is the false pretence laid, and the evidence I contend does not show any false pretence at all. The defendant may have been under the impression that there was a mistake, and there is nothing to show that he did not think so, only assuming, of course, that he did give that as a reason for wanting the money. Throughout the whole of Chu-han's evidence there is not one single word to prove that the defendant said the money had been paid by mistake, and certainly the pretence is not proved as it has been laid in the indictment, and according to the case I have cited, this variance ought to entitle the defendant to an acquittal. But, then again, I rely upon the fact that he did not obtain the money by false pretences, for Chu-han, in answer to my question "Would you have given him the money without any reason being given"? said, "Of course I should; he had the management of the business, and I would have given him any money he asked for." That evidence clearly proves that the defendant cannot be convicted of obtaining the Tls. 600 by false pretences. I will now say a few words with regard to the charge of embezzlement in the same count.

Mr. Eames—There is no charge of embezzlement.

Mr. Robinson—The indictment says so.

Mr. Eames—The word has slipped in accidentally. I shall ask to say a few words in reference to it when you have done.

Mr. Robinson—My friend has interrupted me—I dont mean unnecessarily or to imply the least offence—to say there is no charge of embezzlement in this count. I will read the count and the Court can judge, (count read). I submit that is not a charge of embezzlement, I do understand the English language. It is quite easy to get rid of it. There is not the slightest pretence for a charge of embezzlement, for as I have already explained, the essential ingredient of embezzlement is, that the money must be received for, and on account of his master, by virtue of his master, and in the course of his duties as clerk. Here the defendant did not receive the money into his possession for and on account of his master, for it had been doubly received on account of his master before it reached him. It was first received by the compradore of the *Hirado*, and the moment it was in his hands, it was in the hands of Messrs. Russell & Co., and then the compradore paid it over to Chu-han, and it was again in the possession of Russell & Co. It is, therefore, plain that when the defendant received that money from Chu-han, he did not receive it on account of his master. It is as clear a proposition as can possibly be stated in law, and I contend it entitles the defendant to an acquittal on that charge. The admission by the defendant that he had taken the money does not carry the case one step further. The admission only relates to taking the money, and taking money from an employer does not constitute embezzlement. There has been no admission that he received the money for, and on account of his master, and the admission does not carry the case one jot further than it was without it. Well, gentlemen, I think I have now discharged my duty. I have said all I have to say upon the merits of the case, and in conclusion, I should like to draw your attention to the peculiar position in which citizens of the United States stand here when they are accused of crime. In their own States they have the protection, before they can be arrested and charged with an offence, of having their case laid before the minds of a number of their fellow citizens, upon whose minds an impression favourable or unfavourable may have been created. Here a man may be arrested upon a charge no matter on whose complaint, and for an offence against law, a law not defined. He is arrested by the judge, and subsequently tried by the same judge upon whose mind, unavoidably, an impression of the prisoner's guilt must have been created, before he proceeds to try him. I am perfectly certain in this case that the judge who presides over this Court will do his best to discard from his mind all previously formed impressions, and look steadily and strictly at the evidence. Feeling, as I imagine, the position in which he is placed, he, being the judge, has obtained the assistance of you gentlemen associates, as it were, to guard himself against himself. Your minds are more free than hi , in consequence of his previous connection with the case, and you are well calculated to advise him impartially. I would ask you all to scrutinise the evidence to which I have alluded most closely, and see whether I have not stated it, as I intended to do, as fairly and impartially as I should have done if I were a judge addressing a jury, and I think you will bear me out in every word I have said. I ask you to weigh all the ingredients which are requisite to be proved to support the offences which the prosecution have endeavoured to make out against the defendant. Those charges are wanting in proof, each of them is wanting in some of the ingredients, some in more than one, but all are wanting in important particulars. That is to say, if you divide the cases into two halves, all the cases which go to charge the defendant with obtaining money by false pretences, are all deficient in proof, in the vital point that the obtaining of the money by means of a false pretence has not been proved in a single instance. With regard to the charges of embezzlement, all of the counts are deficient in proof upon the evidence, in that they all fail to prove that the defendant received the money for or on account of his employer, or by virtue of his employment, and I have proved to the utmost that he received it from the possession of his master. I do not propose to go into the question of punishment now, because I presume it is premature, and upon the grounds I have urged to the Court, I submit that the defendant is entitled to be acquitted upon all these charges. With these observations I leave the case in the hands of the Court.

Mr. Eames—I ask the permission of the Court to say a few words.

Mr. Robinson—I do not think you are entitled to say a word now I have done, and if you speak I shall ask to be allowed to reply to what you say, if I think it necessary.

Mr. Eames—I don't want to reply to any of your arguments, I merely want to explain one or two things in reference to the indictment. I had no notice of some of your objections. The Court will remember my friend objected to the ninth and tenth counts on the ground of duplicity. I don't know what my friend thinks about the matter, but I am quite sure it is monstrous to suppose that any lawyer who presumed to draw up an indictment for embezzlement, would draw it up in that way.

Mr. Robinson—I submit that according to the ordinary course of procedure in Courts of justice, my friend is not entitled to address the Court in reply to anything I have said. The indictment speaks for itself, and if my friend says anything with which I do not agree, I shall ask permission to reply to him.

The Court—I shall gladly accord to you a reply to what Mr. Eames says. All we want to do is to get to the real justice of the matter.

Mr. Eames—I should be very sorry to introduce irregularities, but my friend undertook to give me notice of all the objections he was going to make, and in my opinion he did not give me notice of this objection in regard to duplicity. Now I have only to say, that it is obvious that the charge of embezzlement appears in the count by accident; the word embezzlement has crept in by mistake. It is a mistake the word being inserted, and that is all I have to say about it, but I may venture to say that my friend has mis-stated the law as to the amount of proof requisite.

Mr. Robinson—That clearly is a point for the Court to decide.

Mr. Eames—I now want to say a word or two, as to the remarks of my friend in reference to all the charges on which the prisoner was arrested being excluded, with the exception of one. I think my friend intended to imply that we had taken an unfair advantage.

Mr. Robinson—Not in the least, but on the contrary, I think the prosecution has been conducted in as fair a manner as possible, so far as my friend is concerned.

Mr. Eames—If you say that, I have not another word to say on the point.

Mr. Robinson—With regard to my friend's remarks as to there being no charge of embezzlement, it only goes to show that my remarks on that point have been a work of supererogation.

The Court—Do I understand Mr. Robinson, that the character and standing of the defendant you omit altogether?

Mr. Robinson—Yes, and the defence is now closed.

The Court—The Court will now adjourn for a few days to carefully review the various arguments. I hope to get my judgment written in the course of a few days.

Mr. Robinson—The defendant is quite willing to wait for an attentive perusal of the whole case.

The Court then adjourned.

May 16th.

Judgment:—

The prisoner, Theodore W. Eckfeldt, is charged with having at various times during two years next previous to his arrest, fraudulently obtained from his employers, Messrs. Russell and Company, of Shanghai, under false pretences and with intent to defraud and appropriate to his own use, various sums of money. The defalcation seems to be large, but only a few instances of such takings are brought forward in the formal charges.

He has occupied a position of trust in the house for more than ten years. It was his province to issue tickets to intending foreign passengers by some seventeen steamers composing the fleet of the "Shanghai Steam Navigation Company," of which his employers are and have been the general agents; receive the payments therefor, at stipulated rates, and pass the accounts thereof, together with such moneys or the representative of moneys, into the appropriate department.

To assist him in these duties one Chu-han, a Chinese shroff, was assigned him, whose position was entirely subordinate to and under his control, especially in his particular department. The duty of the shroff was to take and execute the commands of the prisoner, without comment. It does not appear that any discretion whatever vested in him as such subordinate. He simply collected moneys by the prisoner's order, and accounted to him therefor, placing them in his books to such accounts and in such amounts as he was directed by the prisoner. The most implicit confidence seems to have been placed in the integrity of the prisoner by his employers, and he was one of the oldest assistants in the firm of Russell and Company.

A short time since, however, irregularities were discovered in certain returns or accounts made by the prisoner of moneys coming into his hands by virtue of his employment, and upon investigation it appeared that such practices had not been infrequent. Counterfoils of books in the handwriting of the prisoner, showed that tickets for passages had been

d by him, but that the moneys received
r his endorsements in the name of the
therefor, had either not been passed into
proper department, or false entries had
made in his books, by which a part only
uch sums had been accounted for to the
In one instance, Taels 140 w.s
cted by him through Chu-han. The
ds made by him showed that tickets had
issued. The passengers are shown to
received the consideration paid for, but
count of the money could be found after
t being in his hands. In another case,
y had been collected, tickets granted
efor, and the passage made, but a less
nt than the sum charged and received
im appeared in the accounts of the trans-
n rendered to the book department by
risoner. In another case, he ordered
han to pay to him Taels 600, on the
ence or assertion that it belonged to a
ner then out of port, although it had been
in by the compradore of one of them
rt, covered by a detailed account of its
n on board thereof. Before the return of
said steamer to port, the prisoner's con-
on with the firm ceased by his discharge,
at such discharge no mention seems to
been made by him of this Taels 600.
e shroff paid all these sums to the
ner, with few exceptions, in bank notes,
ugh the collection of some of them had
made in coin, and so reported to him,
their re-payment was chosen in notes.
e information upon which the arrest was
was given on the 6th day of April. The
al charges made after the preliminary
ination were in substance that the
ner falsely and fraudulently represented
Chu-han that certain purchasers and
ers of tickets by steamers were not pro-
ing thereunder, and thus obtained from
in whole or in part money collected
efor, on the pretence and assertion that
s to be returned. Another charge was
he had fraudulently taken Tls. 600 with
tent to convert it to his own use, having
ended to Chu-han that it belonged to
her account than the one on which it had
dy been paid in.
remark here that the full confidence re-
d in the prisoner seems to have taken the
e of any practical system of checks upon
ccounts. In the absence of such checks,
ad avenues for wrong practices open to
which otherwise would not have existed.
is, however, none the less culpable.
t the outset, formal objections are made by
defence, to the constitution of the Court,
rules of procedure, and want of clearness
the statutes under which its delibera-
s are taken.
he Act of Congress creating the Court
lear, and leaves no doubt as to its
t that for *offences against law*, which
officer is authorized to arrest, arraign,
and convict citizens of the United States
justice shall be fully meted out. The
ority quoted is great, and the procedure
necessity denuded of the strict techni-
ies which obtain in the Courts within the
tory of states of Christendom. The
contemplates an administration of justice
equity, rather than an attempt to thread
mazes of legal distinctions, in the applica-
of which justice might be lost sight of,
guilty go unpunished, and as a conse-
ce, our settlements in the Orient become
resort and abode of criminals of every
To the first important verdict rendered
his Court by Mr. Seward, and to its con-
ences and lessons, may be attributed
h of the good order and respect for law,
and shown by a large floating element of
countrymen all over the East.
he prisoner seems to have for some time
ated the practice of taking and appro-
ting moneys of his employers. It is in
ence that upon being so accused in
or, he admitted to Mr. Fitz his guilt,
re-couped to him the sum of Taels 1,700.
confession, which is not denied nor
mented on by the defence, is strong
dence against the prisoner, and under the
mon law is sufficient to convict him
hout other corroborative evidence. It
not appear nor is it intimated, that
admission was made conditionally or
er any threat or promise, and it was made
before the arrest. The items covered
he payment of the Taels 1,700 are shown
e exhibit "F," which Mr. Fitz handed
e prisoner at an interview, and which
he swears the prisoner confessed to
having taken. This exhibit shows Tls. 200 to have been taken in December last, Tls. 600 in January, and Tls. 900 in February, 1876. Only Tls. 600 of this amount is embraced in the charges made against the prisoner.

I remark here that the prisoner does not seem to have been driven to the perpetration of this series of offences by want or necessity. He was reputed to have an income besides his salary, but it was notorious that he pursued an irregular style of social conduct. In consequence of such, and its sure tendency to ruin, he had demands for money, to meet which he soon found it difficult not to betray a long-reposed confidence of his employers.

Having carefully considered the evidence, my Associates fully concur with me that several criminal acts, each of a heinous nature, have been deliberately committed by the prisoner, and that he has by means of false pretences and entries, obtained money, by virtue of his employment, which moneys he has fraudulently converted to his own use. He represented to Chu-han circumstances untrue, and calculated to mislead him, in that he pretended money was to be re-paid, or that an error in respect thereto existed, and upon such pretence made under the controlling authority which he had over him, induced him to part with moneys, which he had before passed to him or knew to be in his possession, as funds belonging to the firm, and thus his pretences were operative in effecting his designs.

We do, therefore, upon evidence, clear, positive and abiding, find that within two years last past, previous to his arrest, upon each of the several formal charges, and at different dates, the prisoner is guilty of a series of misdemeanors and criminal acquisitions under false pretences, of money the property of his employers, with a fraudulent intent in each instance. We have been unable to discover one palliative feature in the whole case. Had his demands for moneys arisen as a result of speculations in business, some clue might have been sooner found under suspicions aroused, by which his systematic frauds would have been stopped. His criminal intent is clearly proven to us, by the circumstances surrounding the several offences, and there is nothing to show, nor is it claimed that the prisoner was not of sound mind and in full possession of his faculties.

In deliberating upon the punishment appropriate to his series of criminal acts, we consider the long residence of the prisoner in Shanghai, and the debilitating influences of the climate. Had he frankly confessed in Court his guilt, as he did to his employer when accused by him, we would have the element of penitence to consider. Had his conduct after his discharge from the employ been carefully chosen, we would have had his seeming appreciation of his position to revert to.

We have sought earnestly but unsuccessfully for something upon which to make one point in his favor, but the clemency of the Court has not been appealed to by word, action, or merit. The prisoner has persistently maintained a prolonged defence, which had nothing to support it but bare technicalities. On technical grounds alone the able Counsel for the defence made his efforts, worthy of a better cause; but he failed to show the Court that the prisoner had one element of right or justice in his favor.

I meet my duty to the prisoner, regretfully and sorrowfully, but under no doubt whatever of my just view of his crimes, and of his deserts as an offender against law.

I find the prisoner Theodore W. Eckfeldt guilty upon each of the charges of offences *against law*, by his having criminally acquired money, the property of his employers, Messrs. Russell and Company, with a fraudulent intent in each case; and do hereby sentence him to three years imprisonment in the Consular Jail, at Shanghai. The executive clemency may at any time be invoked in case of extremity, and the law provides a reward for good behavior while under sentence.

As the evidence shows the prisoner to have represented his possession of an estate, it is right that he pay the costs of this prosecution; and I do hereby so order.

Mr. ROBINSON—I do not know if it is necessary, as a matter of form, to give notice now of the prisoner's intention to appeal against the judgment—whether notice should be given verbally in Court, or in writing at a subsequent time.

The COURT—The appeal must be claimed within twenty-four hours of the time of passing sentence—that is to say before three o'clock to-morrow.

Mr. ROBINSON—I understand it is the prisoner's duty to claim before three o'clock to-morrow?

The COURT—Yes, but you may give verbal notice now; and then within five days give the reasons for claiming an appeal.

Mr. ROBINSON—I do, then, now give verbal notice, that the prisoner intends to appeal against the judgment of the Court, and that within five days he will give his reasons.

The COURT then rose.

POLICE COURT.

Shanghai, May 8th.

Before R. A. MOWAT, Esq.

R. (POLICE) *v.* RICHARD WILSON.

Drunk and Disorderly.

Defendant, an A.B. of the barque *Rifleman*, was charged with being drunk and creating a disturbance in the Cathedral compound, on Sunday afternoon.

Cautioned, and discharged on paying costs.

R. (POLICE) *v.* TAKOBE, ACXTE, and TZEM.

Drunk and Riotous Japanese.

All the defendants were seamen of the P. & O. steamer *Orissa*, and were charged with being drunk and riotous on Sunday evening, in the Tiendong road.—P. C. Stein acted as interpreter.

P. C. HOLLAND deposed to there having been several cases of disturbance in the neighbourhood named, on Sunday evening, between Japanese and Chinese, and also among Japanese by themselves. In the case in which the defendants were concerned, a party of five or six Japanese were fighting together. He took one of them into custody, when the others rushed at him, and tried to rescue the prisoner. They were, however, successfully resisted, and the whole party ultimately captured. The three defendants were among them. The others were taken to the Japanese Consulate-General to be dealt with.

Defendants admitted the offence, and were fined $1 each, with $1.50 costs each.

R. (POLICE) *v.* ABDUL.

Drunk and Incapable.

Defendant was before the Court a few days ago, and it was then found that a warrant was out against him for being absent without leave from the steamer *Sin Nanzing*, and he was remanded until the return of the ship. Evidence was now given of his absence from the ship, and that another man had been shipped in his place. It was also stated that he was in debt to the ship.

Sent to prison for seven days' hard labour.

R. (AP HING) *v.* MRS. KING.

Charge of Assault.

This case was adjourned from Saturday, for the attendance of defendant's boy, to give evidence as to the way in which the complainant entered the defendant's house on the day of the alleged assault.

The boy having been cautioned, deposed—I was down-stairs at work, and opened the door to admit the complainant. I asked her what she wanted, and she said she had come to see my mistress. I told her my mistress was ill, and had given orders that no one was to go up-stairs into her room. The complainant went up, though I told her not to go, and that I myself was not allowed to go. I only told her not to go up. I did not go up with her. I did not hear her knock at the bedroom door. I do not know if she went into the bedroom by herself, or whether my mistress opened the door for her to go in. I heard my mistress say, "I am too ill; go away." I heard no noise. I was in the front room, and heard the complainant crying. I went to the room door, which was at the foot of the stairs, and saw the complainant on the floor, crying. I asked her what was the matter. She made some reply, but I could only understand her to say she had fallen down stairs. She remained about half-an-hour. My mistress was not there. I went up stairs, and my mistress told me to tell the complainant to go away, and I did so. My mistress came down stairs in undress, wearing a shawl. When I told the complainant to go away, her crying became sobbing, and she went away.

The bundle alluded to at the previous examination was produced in Court, and was

Inclosure No. 1
with
Dispatch No. 8.

Inclosure No. 2

drunk or not. You go ashore without permission and refuse duty to the chief engineer, which are the charges against you.

Defendant—My duty did not begin till 12 o'clock at night.

His Worship—But when a man says he will not do his duty when his turn comes, he must be taken to mean what he says. I warned you last time, what the consequences of your conduct would be. You promised that you would give no further trouble on board during the remainder of your articles. The Captain did not believe your promise, but the Court did, being willing to give you every chance. I am sorry to say the Captain was right in his distrust of you. Your good conduct did not last more than a few hours. I was anxious to give you every chance, because it is a very serious thing for a man in your position to be sent to prison. Against the Captain's will, I gave you that chance, and let you off very leniently, in the hope that for the short time you had to remain on board the ship, you would conduct yourself properly. You promised to do so, but have misconducted yourself disgracefully. I shall deal with you now, as I said. You must go to prison for four weeks' hard labour, pay the cost of your maintenance there, and the costs of Court.

June 7th.

R. (Police) *v.* Malcolm MacNeil.

Drunk and Incapable.

Defendant admitted the offence. He was before the Court on the previous day, on a similar charge, and was let off on payment of costs. He was now sent to prison for seven days' hard labour.

U. S. CONSULATE-GENERAL.

Shanghai, May 31st.

Before J. C. Myers, Esq., *Consul-General.*
H. de C. Forbes, Esq., } *Associates.*
J. F. Twombly, Esq., }

Yung-kee *v.* Frazar and Company.

Mr. Wainewright for the plaintiff.
Mr. Drummond for the defendants.

Plaintiff is a coal merchant, carrying on business in Shanghai, and the defendants, Messrs. Everett Frazar, W. Shephard Wetmore, and John Lindsley, trade together in partnership as merchants and commission agents, in Shanghai, under the name of Frazar and Company. The action was brought to recover Tls. 783.75 for an alleged breach of contract.

The petition of the plaintiff was as follows:—

1.—The plaintiff is a Chinese subject, carrying on business at Shanghai as a coal merchant, and the defendants are American citizens, carrying on business at Shanghai as merchants in partnership under the name or style of "Frazar and Company."

2.—In the month of August, 1875, the plaintiff through Edward W. Rice, his Agent, agreed to buy from the defendants, and the defendants agreed to sell to the plaintiff, a cargo of Australian coal, to arrive by the ship *Harlaw*, at or for the price or sum of six taels, six mace per ton, and the plaintiff paid to the defendants a sum of money as bargain money.

3.—The said ship *Harlaw* arrive in Shanghai on or about the 9th day of October last, and thereupon the plaintiff demanded delivery of the said coal, but the defendants refused to deliver the same unless they were paid the sum of seven taels, three mace, five candarins, per ton, and the plaintiff in order to obtain delivery of the said coal was forced to pay the said last mentioned sum, the same being seven mace, five candareens, more than the contract price.

4.—The total quantity of the said cargo delivered was 1,045 tons, and the plaintiff paid in respect thereof the sum of Taels 7,680.75, being Taels 783.75 more than according to the said contract he ought to have paid.

5.—Delivery of the said coal was taken, and payment made by the plaintiff, as aforesaid, under the express stipulation that such delivery and payment respectively were not to prejudice the right of the plaintiff to recover damages for the defendants breach of contract.

6.—The plaintiff has applied to the defendants for payment of the said sum of Taels 783.75, but the defendants refuse to pay the same.

Your petitioner therefore prays:

1.—That the defendants may be ordered to pay to your petitioner the said sum of Taels 783.75 or such other sum as shall be found due to your petitioner, together with interest and the costs of this suit.

2.—That your petitioner may have such other and further relief as to your Honorable Court may seem meet.

The following is the answer of the defendants to the above petition:—

1—They admit the statement in the 1st paragraph of the petition, and state further that they also carry on business as commission agents.

2—They deny the statement in the 2nd paragraph of the petition, but admit that they agreed in July, 1875, with Edward W. Rice to order coals for the plaintiff on commission, on certain terms, and they say that they have carried out their agreement. The payment in this paragraph alleged was merely an advance on account generally by way of guarantee.

3—A cargo of coals arrived in Shanghai as stated in the 3rd paragraph of the petition, but not in accordance with the order transmitted by the defendants, and the defendants then gave the plaintiff the option of taking delivery of the said cargo at the cost laid down in Shanghai, including commissions and charges, without prejudice to any of the rights he claimed to have against the defendants. The plaintiff accepted this offer, and took delivery, and paid sums on account to the defendants amounting in all to Tls. 8,000.

4—The defendants admit that the total quantity of coal delivered to the plaintiff was 1,045 tons, and say that the cost of the same was Tls 7,913.60, leaving a balance of Tls. 86.40 in favor of the plaintiff, which sum the defendants have tendered to the plaintiff and furnished him with an account of the cost of the said coal.

5—The defendants as to the 5th paragraph of the petition deny that there was any breach of contract.

6—The defendants admit the statement in the 6th paragraph of the petition.

7—The defendants deny that they made at any time any contract with the plaintiff for the sale to him by them of the said cargo, and further say that they stated to the said Edward W. Rice that they would transmit the order but would not be in any way responsible for its execution, and that this was throughout well-understood by the said Edward W. Rice.

The defendants pray that the petition be dismissed, the petitioner decreed to pay the costs, and that they may have such other or further relief as to the Court may seem meet.

Mr. Wainewright stated that it would be observed by the Court that the case laid by the plaintiff was, that he dealt through his agent Mr. Rice with the defendants as principals in the matter. The plaintiff through his agent bought from the defendants at a certain price, and on certain terms, a cargo of coal, and they were unable to carry out their undertaking. The coal came all right to Shanghai, but defendants only allowed the plaintiff to have the delivery of it at a higher price than was stipulated in the contract, and he paid upon condition that it did not prejudice his right to claim damages for the breach of the contract. The defendants, however, set forth that they only undertook to be the medium of communication to Australia, and they disclaimed all liability in the matter save as agents for the plaintiff, and that was alleged to have been the understanding between them. If they supported that theory, of course, they had a complete answer to the suit, but he hoped to show the Court that the plaintiff and his agent knew nobody in the transaction but the defendants, who were the principals; that it was simply one merchant going to another and saying, "can you supply us with coals on certain terms and at certain prices," and the result was that they undertook to supply the coals on the terms mentioned, thereby making themselves responsible for the completion of the contract. From his point of view of the case, the defendants, placing their case on the highest ground possible in their favour, were the agents of somebody else. The coals were to come from Australia and they were ordered by telegraph by the defendants from Australia, and even considering the position of the defendants in the most favourable way possible, they were the agents for the coal owners in Australia, and assuming that they were only agents just for the moment, they would be liable even in that position. The evidence he should call would prove that the plaintiff considered the defendants principals in the transaction and that he knew no other person, but if it should be thought that they were only agents in the matter, there still remained the question as to whether they would not be liable as the agents of the firm in Australia. Upon that point there was a good deal of decided law to which he should direct the attention of the Court. If the defendants were only agents, they were that class of agents known as factors, a factor being an agent entrusted with the property of his principal. A broker was a person who only claimed to make a bargain in respect to the property. The definition which he had given of a factor was from Parsons on contracts, volume I., page 91. And the defendants according to that definition plainly came within the term. He then referred to Story on agency, page 310, the text being supported by a number of cases. So far as the American cases were concerned, unfortunately there were very few American reports in Shanghai, and consequently they constantly found themselves in a difficulty when they required them. The English cases upon which the text was founded, so far as he had been able to discover, were Green *v.* Kopke, 25 *Law Journal*, C. P., page 297; Leonard *v.* Robinson, 24 *Law Journal*, Q. B., page 275; Heald and others *v.* Mackenzie, 23 *Law Journal*, C. P., page 54; Mohoney, *v.* Rackley, 19 *Law Journal*, Q. B., page 49; and then there was the case of Bray *v.* Kettle, in Story on agency, page 314. There it would be seen, and it seemed to be the true construction to be put on recent cases, that it was a question of intention, and that the fact of the principal residing abroad was a fact strongly in support of the contention that it was to the agent in the country where the contract was made that the other contracting party was to look for its fulfilment, and it was not to be presumed, in the absence of direct evidence on the point, that a person would enter into a contract and place himself under liabilities to somebody in a distant part of the world, and subject himself to laws with which he was unacquainted. In support of this view he would refer the Court to Story on Agency, paragraph 290, page 364; Parsons on contracts, volume I., page 95; Parsons on Mercantile law, page 163; and to Addison on contracts, page 63. Another eminent English text book writer on the English law of contracts, which might be said to be identical with that of America, was Leake, and he would direct the attention of the Court to what he said on page 295. As far as the facts of the present case went there was not a written contract between the parties, in such sense, as to satisfy the Statutes of Fraud. The contract so far as it was reduced to writing, was contained in a letter written by the plaintiff's agent, Mr. Rice, to the defendants, and that letter would be put in as evidence. The terms of the contract were stated in that letter, and according to his judgment, the defendants had acted upon those terms, and therefore it must be presumed that they accepted the terms. The terms in the letter were the only terms offered, and the letter was what the plaintiff relied upon to prove the contract. He would not state the facts of the case in anticipation of the evidence; it would be a useless waste of time for him to do so. He might, however, mention that the plaintiff and the defendant did not agree as to the amount in dispute. The plaintiff said the contract was for him to be supplied with the coals at six taels, six mace per ton, but he paid seven taels, three mace, five candareens per ton, a difference of 75 cents, and he claimed as the total difference Tls. 783.75, whereas on the other hand the defendants alleged it was never agreed as to what price should be paid, but that plaintiff was to pay whatever the coal cost, and it cost according to their showing Tls. 7,913.60 and the plaintiff had paid over that amount. The defendants said they had paid him the difference, but he had not received it up to the present time. He then called the following evidence:—

Edward W. Rice deposed—I carry on business in Shanghai. Among other things I am a coal broker, and have had many dealings in coal. In July last year, I was employed by the plaintiff to buy coal for him, and I asked the defendants if they could procure coal for me at certain figures. I wrote a letter to them, dated the 24th of July, 1875. It is the letter produced. The letter was read as follows:—

Shanghai, 24th July, 1875.

Dear Sirs,—I beg to make the following offer on account of Chinese for the purchase of a cargo of Bulli coal of 800 to 1,200 tons, at six and quarter taels (Tls. 6.25) per ton, and a cargo of Newcastle coal, old mines, of 800 to 1,000 tons, taels six and six mace (Tls. 6.60) per ton, delivered from ship's side here.

Vessels to leave Australia within one month from date. In case the order can be executed bargain money to be paid on your advising name of vessel.

Yours faithfully,

E. W. Rice.

Messrs. Frazar and Co.

After that letter Mr. Wetmore informed me he would telegraph to Australia to ascertain if they could procure the cargo. I think they paid for the telegram, I don't think I did. I don't remember any arrangement being made as to who was to pay for the telegram. I afterwards received a chit asking me to call at the defendants' place of business, and I did so. I saw Mr. Wetmore and he read a telegram to me which he had received from Australia. There were two words in the telegram we could not make out. It was from Gibson & Hales of Sydney, and I understood there were two cargoes of coals shipped, one by the *John Worcester*, and the other by

the *Harlaw*. I communicated with the plaintiff. We arranged to pay the bargain money, and accordingly I wrote to the defendants on the 24th of August. This is the letter I sent :—

Shanghai, 24th August, 1875.

DEAR SIRS,—I beg to confirm the purchase of coal as per telegram from Australia, say, about 1,050 tons Bulli coal at Tls. 6.30 per ton, ex *John R. Worcester*, to arrive; about 1,050 tons New Lambton coal at Tls. 6.60 per ton, ex *Harlaw*, to arrive; the above prices to include all charges and commission in full, and coal to be of marketable description. Bank cheque, Tls. 1,000, enclosed as bargain money on the sale. The China purchaser requests that no mention be made of the departure of the vessels.

Yours faithfully,
E. W. RICE,
Broker.

Messrs. FRAZAR & Co.

That letter correctly represented what I understood to be in the telegram as regards the quantities and prices. I did not receive any reply to that letter. I understood the price mentioned was to clear commission and everything, and that the defendants were to pay me a commission. They paid me a commission of one per cent. on 1,045 tons,—the cargo of the *Harlaw*. I do not remember hearing them say they would not be responsible for the order, but they said they were not aware they could get the coals at the prices named; they would have to telegraph to Australia. After the telegram was received I do not remember anything being said by the defendants to the effect that they would not be responsible for the coals coming all right. I looked to them to perform the contract when they received the telegram. I have no letters from them in reference to the contract, most of the business being done verbally with Mr. Wetmore. I made a note of the contract in my book at the time it was made. I paid the bargain money of Tls. 1,000. There was nothing more said about the commission. The prices named was to include all commission, and all the terms of the contract were contained in my letter of the 24th of August. The defendants sent me no reply to that letter. When the ship *Harlaw* arrived Mr. Wetmore sent for me. He said there had evidently been a mistake as the people in Australia had exceeded his limits in the price for the coal. I went and told the plaintiff, and after some conversation we agreed to take the coals at the advanced rates. I wrote the defendants a letter on the 9th of Oct., stating that we had agreed to take the coals at the increased rates on the understanding that we did not prejudice our rights to claim for a breach of contract. That letter is now produced. Plaintiff took the delivery of the coal. I believe he had sold it before it arrived. It is generally the case, in cases of this kind, for the coal to be sold on the way. From my experience in matters of this kind I should consider Messrs. Frazar and Company responsible for the contract. They were the only people we knew in the affair. We did not know the people in Australia. All our dealings were with Messrs. Frazar and Co.

By Mr. DRUMMOND—I have conducted a great many transactions in the coal trade. I make contracts of different kinds in purchasing and selling coal on behalf of Chinese principals. There is no difference between a case where you engage a house to order coal for you, and one where you agree to purchase at a fixed rate. We pay bargain money in each case, and when the bargain money is paid it is an absolute purchase. If coals were ordered and a limit fixed, and they were laid down under the limit, I cannot see why Messrs. Frazar and Company should not have the benefit and charge the Chinaman the contract price. I only know of one case of the kind, and it occurred with Messrs. Frazar and Company, about the same time as the case now under investigation. I don't know who obtained the profits in that case. My view is that if coals are sold at a certain price, they are bound to be delivered at that price, if they are laid down for more or less. In this case Messrs. Frazar and Company would under that theory of course loose, but on the other hand where the coals are laid down at less than the contract price I should say they would be entitled to the advantage. I fail to see anything to prevent them having the benefit. The letter of the 24th of July was the commencement of the transaction. It was written after some conversation with Mr. Wetmore, and embodied my views of the result of that conversation. It was the usual form I adopt in entering into arrangements of this sort; it is the form I adopt when I ask people to supply coals. When I deal with a merchant here I generally use bought and sold notes. Previous to this transaction I never used bought and sold notes with the Chinese, but I do now. [Mr. Drummond then produced several sold notes, and orders, in transactions between the witness and the defendants previous to the present one. They differed in language to the letters produced in the case.]

Witness continuing said—The first letter of the 24th of July was not a sold note or an order; it was an offer. When an offer is accepted I write another note which is a sold note. I presumed that the telegram was an acceptance of my offer, and accordingly I wrote the letter of the 24th of August. I was under the impressions that the coals were to be delivered in accordance with the terms in that letter. I consider the letter of the 24th of August a sold note. I cannot give any explanation as to why it differs from the other sold notes that have been produced; it is confirmatory of the telegram. I have no recollection as to what the Tls. 100 mentioned in one of the letters which passed between us was for. It might have been for telegrams and it might not. In the letter it says it is for extra expenses. I have no idea what the extra expenses were, but it is very probable they referred to telegrams. At our first interview Mr. Wetmore said he did not know whether he could fulfil the order until he telegraphed to Australia. I don't remember that he specially told me he declined the responsibility or guaranteed the execution of the order, but I remember the general explanation that he did not know whether he would be able to execute the order or not before he telegraphed. Mr. Wetmore read the telegram he received to me. I did not read it myself. I never had the telegram in my own hands until it was produced here in Court. Mr. Wetmore told me there were either one or two words in it he could not make out. I presume the commission would be the only remuneration Messrs. Frazar and Company would receive. I have only one letter from Mr. Wetmore and that was written after the transaction. I may have received others but I cannot say positively. The plaintiff paid Tls. 7.35 for the coals. I think he sold some at the arsenal but I was not concerned in the selling. I don't know positively whether the coal was sold at a profit or not, but I think it was.

Mr. DRUMMOND—It is in one of your letters that he got Tls. 7.60 from the arsenal.

Witness—If that is so it will be right. The bargain money is invariable paid by the Chinese principal in the transaction. It is a security to bind the contract and to secure, to a certain extent, the foreign firm from loss should the Chinaman repudiate the contract when the goods are landed. It is the only protection foreigners have except the Chinese Court. I do a considerable amount of business with the plaintiff in this case.

Re-examined by Mr. WAINEWRIGHT—I do a considerable amount of business also for the defendants in this case. My letter of the 24th of August I considered a sold note. I was not aware who were Messrs. Frazar's principals in the matter until after the ships arrived here.

By the COURT—I never had any dealings with the people in Australia. I cannot say whether I was supplied with coal at the figures mentioned in these three letters produced. I think no business resulted from them.

YANG-KEE, whose evidence was interpreted by Dr. Yates, said :—I am the plaintiff in the case. In July last year I asked Mr. Rice to procure me some coal from Australia, and Mr. Rice told me that he would have to see the defendants about it. I told Mr. Rice I was willing to pay Tls. 6.60 for it. I never said I was willing to pay for any telegrams to Australia. I understood that I was to get the coal from Messrs. Wetmore and Co.

By Mr. DRUMMOND—Mr. Rice told me that Mr. Wetmore had telegraphed to Australia for the coals, that an answer had been received that a cargo of 1,050 tons had been shipped, and that the bargain money must be deposited. I paid the bargain money and then went to work to sell the coal. I sold some at Tls. 7.40, some at Tls. 7.50, and some at Tls. 7.60. It was all sold at a profit. I should have considered myself liable to pay Tls. 6.60, the contract price of the coals, if they had cost less. I only instructed Tls. 6.60 to be given for the coals. I never saw Messrs. Frazar and Company at all. The Tls. 1,000 was paid to "nail the bargain." It is looked upon as security, and if I had been unable to carry out the contract, I should have lost the Tls. 1,000 altogether, and the defendants would have been at liberty to pursue me in the Mixed Court or the Court in the City. I have bought one cargo of coals of the defendants since this transaction and on it I lost 60 cents a ton. I brought the action of my own accord because I made the contract to have the coals at Tls. 6.60 per ton instead of Tls. 7.35 per ton.

ALEXANDER MCLEOD deposed.—I am a member of the firm of Gibb, Livingston and Co., and deal among other things in coal. We order goods from home for purchasers here. I obtain from the buyer the particulars of what he wants, and if I have it on hand or know what I can laid it down for him at, I tell him, but if I don't know exactly what the goods would cost I telegraph and ascertain. If I contracted to lay down goods at a particular price and when they arrived they were more, I should consider I was bound to suffer the loss and let the buyer have them at the arranged price.

By Mr. DRUMMOND—If I had made no contract of course I should not be bound to deliver the goods. If I telegraphed for information and the reply was ambiguous, I should not enter into a contract but telegraph again.

Mr. DRUMMOND—If you telegraphed for information and received a reply which still left you in doubt, and you showed that reply to the person who originally made you the offer, and the bargain money was paid in consequence of that telegram, do you think when the coals arrived at a greater price than you stipulated for, you would consider yourself bound to carry out the contract at the original price?

Witness—A great deal would depend on original terms. I should not enter into a contract without I knew perfectly well what the coal was going to cost me. I never execute an order of this kind without a contract. My experience is that unless you have a contract with Chinamen, if the least thing goes against them, there is little chance they will carry out what they said they would. In naming a selling price it always includes all commission.

Re-examined by Mr. WAINEWRIGHT—If I received an ambiguous telegram, and a cheque from the buyer for the bargain money settling a contract on that telegram, I should send the cheque back and say there was no contract.

This concluded the case on behalf of the plaintiff.

Mr. DRUMMOND on behalf of the defendants, remarked that the case which had been put before the Court for the plaintiff called for few observations. The plaintiff in his petition, although he had amended it somewhat by the evidence, commenced in the middle of the story. The first allegation was that the contract commenced on the 24th of August, 1875, whereas according to the evidence it commenced in July, 1875, for it was absolutely necessary to look at the former letters and telegrams to understand it. The defendants like many others in Shanghai were merchants and commission agents, and by the simple mention of that he thought the Court would see that the case resolved itself into the question, under which head of the business did it fall. He should put the case before the Court on the simplest possible footing. The case set up by the plaintiff was that the defendants in the character of merchants entered into a contract to supply him with coals at a certain price; and that having done so they were bound to deliver them at the rate agreed upon whether they made a profit or loss. His contention was that the defendants conducted the business not as merchants, but as commission agents. They were desirous to obtain orders for the coals, and Mr. Rice gave them an order for a cargo at a certain limit. The defendants being unable to say whether they could undertake the order at the limit given, telegraphed to Australia for advice, the telegram being sent on the receipt of the letter of the 24th of July. A telegram was received in reply, but Mr. Wetmore was unable to translate the whole

the result of that conversation. It was the usual form I adopt in entering into arrangements of this sort; it is the form I adopt when I ask people to supply coals. When I deal with a merchant here I generally use bought and sold notes. Previous to this transaction I never used bought and sold notes with the Chinese, but I do now. [Mr. Digamund then produced several sold notes, and orders, in connexion between the witness and the defendants previous to the present one. They differed in language to the letters produced in the case.]

Witness continuing said—The first letter of the 25th of July was not a gold note or an order; it was an offer. When an offer is accepted I write another note which is a sold note. I presumed that the telegram was an acceptance of my offer, and accordingly I wrote the letter of the 26th of August. I was under the impression that the coals were to be delivered in accordance with the terms in that letter. I consider the letter of the 26th of August a sold note. I cannot give any explanation as to why it differs from the other sold notes that have been produced; it is contradictory of the telegram. I have no recollection as to what the Tls. 100 mentioned in one of the letters which passed between us was for. It might have been for telegrams and it might not. In the letter it says it is for extra expenses. I have no idea what the extra expenses were, but it is very probable they referred to telegrams. At our first interview Mr. Wetmore said he did not know whether he could sell the order until he had telegraphed to Australia. I don't remember that he specially told me he declined the responsibility of guaranteeing the execution of the order, but I remember the general expression that he did not know whether he would be able to execute the order or not before he telegraphed. Mr. Wetmore read the telegram I produced to me. I did not read it myself. I never had the telegram in my own hands until it was produced here in Court. Mr. Wetmore said that there were either one or two words in it he could not make out. I presume the impression would be the only information Messrs. Fraser and Company would receive. I have only one letter from Mr. Wetmore, and that was after the transaction. I may have received others but I cannot say positively. The plaintiff paid Tls. 7.85 for the coals. I think he sold some of the coals at a profit, but I think some were sold at a profit or not, but I think

Mr. Digamund.—It is to cancel your letter to get Tls. 7.70 from the vendor.

Witness.—If that is so it will be right. The bargain upon a transfer is invariably paid by the Chinese principal in the transaction. It is a custom to bind the contract and to secure, possibly to a certain extent, the foreign firm from loss should the Chinaman repudiate the contract when the goods are landed. It is the only protection foreigners have except the Chinese honour. I do a considerable amount of business with the plaintiff in this case.

Cross-examined by Mr. Pigott.—I do a considerable amount of business also for the defendants in this case. My letter of the 25th of August I considered a sold note. I was not aware who were Messrs. Fraser's principals in the matter until after the coals arrived here.

By the Court.—I never had any dealings with the people in Australia. I cannot say whether I was supplied with coal at the time mentioned in these letters produced. I think so because I received from them.

Mr. Pigott.—Where evidence was tendered by Mr. Yates and—I am the plaintiff in the case. In July last year I acted for Messrs. Fraser in some coal from Australia, and Mr. Wetmore told me that he would have to pay the defendants about it. I told Mr. Wetmore I was willing to pay Tls. 6.00 for it. I never was willing to pay for any telegrams to Australia. I understood that I was to get the coal from Messrs. Fraser and Co.

By Mr. Digamund.—Mr. Yates told me that Mr. Wetmore had telegraphed to Australia for the coals, that as a matter had been received that a cargo of 1,000 tons had been shipped, and that the bargain must be completed. I paid the bargain money and then went to work to sell the coal. I sold some at Tls. 7.40, some at Tls. 7.50, and some at Tls. 7.60. It was all sold at a profit. I

Tls. 6.00, the contract price of the coals. I only had cost into. I only instructed Tls. 6.60 to be given for the coals. I never saw Messrs. Fraser and Company at all. The Tls. 1,000 was paid in "mail the bargain." It is looked upon as security, and if I had been unable to carry out the contract, I should have lost the Tls. 1,000 altogether, and the defendants would have been at liberty to pursue me in the Mixed Court or the Court in the City. I have bought one cargo of coals of I lost 60 cents a ton. I brought the action of my own accord because I made the contract to have the coals at Tls. 6.00 per ton instead of Tls. 7.85 per ton.

Alexander Wylie, deposed.—I am a member of the firm of Gibb, Livingston and Co., and deal among other things in coal. We are under coals from home for purposes here. I obtain from the buyer the particulars of what he wants, and if I have it on hand or what I can land it down for him at I sell him, but if I can't know exactly what the coals would cost I telegraph and ascertain. If I contracted to lay down coals at a particular time, and when they arrived they were too late, I should consider I was bound to settle the loss and let the buyer have them at the arranged price.

By Mr. Digamund.—If I had made no contract of course I should not be bound to deliver the coals. If I telegraphed for information and the reply was satisfactory, I should not enter into a contract but telegraph again.

Mr. Digamund.—If you telegraphed for information and received a reply which still left you in doubt and you stated that reply to the person originally made by the latter, and he telegraphed again, and after that you entered into a contract, you would be bound by it.

Witness.—A great deal would depend on original terms. I should not enter into a contract without I knew perfectly well what the cost was going to cost me. I have sometimes entered into a bad bargain without knowing it. I have had a contract with Chinamen. If the last thing I was going to do was to buy coals, I would not buy against them, there is little chance they will carry out what they say to do. In naming a selling price it is always made all commission.

Re-examined by Mr. Digamund.—If I received an ambiguous telegram, and a cheque from the buyer for the bargain money, I should telegraph a contract on that telegram, I should send the cheque back and say there was no contract.

This concluded the case on behalf of the plaintiff.

Mr. Digamund on behalf of the defendants, remarked that the case which had been put in should be entered for the plaintiff called for the observations. The plaintiff in the position although by that amended it somewhat by the evidence. The first allegation was that the coals were contracted on the 25th of August, 1875, whereas according to the evidence it was proved in July, 1875. So it was absolutely necessary to look at the former letters and telegrams to understand it. The defendants like many others in dealing in coals with Australia and communicating agents, and by the simple mention of coals he thought the Court would see that the case resolved itself into the question whether which had of the bargain did it fall. He should put the case on the simplest possible footing. The case set up by the plaintiff was that the defendants got in the character of merchants entered into a contract to supply him with coals at a certain price; and that having come to buy were bound to deliver them at the rate agreed upon whether they made a profit or loss. His contention was that the defendants contracted the business not as merchants, but as commission agents. They were down from Messrs. Fraser and Co. to obtain orders for the coals, and Mr. Wetmore was under no order for a cargo at a certain limit. The defendants being unable to say whether they could undertake the cargo at the limit given, telegraphed to Australia for advice, the answer came back that the cargo could be had at the limit of the 25th of July. A telegram was received in reply, but Mr. Wetmore was unable to translate the whole

of it by his code,—two words could not be deciphered at the commencement. There were no means of judging what the meaning of those words was, and Mr. Wetmore sent for Mr. Rice and read over the telegram, or as much as he could, to him. The result of what then took place was that Mr. Rice, considering the telegram a sufficient naming of the vessel, went away and wrote his letter of the 24th of August, enclosing bargain money, and on that letter, and on that letter only, the plaintiff relied for the proof of the contract. The whole mischief appeared to have arisen from the desire of Mr. Rice to get the transaction completed. Instead of explaining his views of the transaction fully to Mr. Wetmore, he went and wrote the letter of the 24th of August leaving it an open question, whether it was to close a bargain or confirm an order. When they looked at that letter, and compared it with the one of the 24th of July, and the other documents he had put in, he failed to see how it could be taken as an absolute contract. Was it most like a sold note,—the technical phrase for the document settling a bargain—or was it most like the confirmation of an order? That was the question to be decided. He thought that it would be plainly seen that it was far more intelligible, as a confirmation of a prior order than as a sold note. It was a point not to be lost sight of in the consideration of this question, that Mr. Rice was totally unable to give any explanation whatever as to why it differed so much from the other sold notes he had been in the habit of sending out, the only common element in the two sets being as to the bargain money. With the exception of the bargain money, the letter of the 24th of August did not in the least resemble any of the other sold notes, and a fair inference to draw from that was that there was nothing to lead the defendants to believe it was a sold note. If Mr. Rice intended at the time to enter into a contract, it was perfectly clear that he did not so conduct his business as to make it clear to Mr. Wetmore, and if a mistake had arisen, it was attributable to Mr. Rice not performing his work in the clear and distinct way he should have done; therefore, if any party was to be sued in the matter by the plaintiff for the completion of any arrangement entered into, the proper person was his own broker, Mr. Rice, whose action had led to the whole of the difficulty. There was one suggestion he would make, which tended in his mind to clear the matter considerably. Previously, Mr. Rice did not use the simple bought and sold notes in his business, but since this transaction he had introduced them, an admission which went a long way to show that he had not confidence in his own style of doing business. If a simple bought note had been used in this instance, there would have been no difficulty at all in deciding what it meant; the defendants would have obtained its meaning at a glance, and not have entered into the transaction at all. As it was, defendants never dreamt it was a sold note, and the best way to decide whether it was a contract, or an order, was to look at parallel cases and see which of the two it most resembled. There was another element upon which great stress was laid, and it had special reference to the mode in which business was conducted with the Chinese. It was the bargain money. Bargain money was mentioned in the first letter of the 24th of July, to be paid on the naming of the vessel. In all the other cases he had brought forward. bargain money was to be paid in orders as well as where there was a sold note. What was the meaning of bargain money? His learned friend argued, as one of his witnesses had graphically described it, that it was "to nail the contract;" that it was an earnest, or part payment. That was a very natural view to take of it, but it would be perfectly familiar to those who knew the course of business in this part of the world, that bargain money was never taken from foreigners; it was only taken from Chinese, and it was only taken from them in transactions of this sort, wholly and solely as security. It was well understood by the Chinese to be a security on their part to carry out a bargain, and unless this plan was adopted, the foreign population would have no other means of securing themselves from loss, consequent on a breach of an arrangement by the Chinese, than pursuing them in a native Court. It was simply sufficient to say that that course was regarded by foreign merchants as an unsatisfactory and insufficient security for them when entering into large and important contracts. It was regarded by them as so utterly insufficient, that they deemed it a necessity to protect themselves by having a sum of money in hand to cover any loss. Under such circumstances, it was quite natural that they should insist on the bargain money being paid the moment they subjected themselves to any risk, and, therefore, he put it to the Court, and he thought correctly, that the payment of bargain money was not a nailing or binding of the bargain in any sense whatever. In the present case, it was unnecessary to pay the money in the first instance; but mention was made in the first letter that it would be paid on the naming of the vessel. Mr. Rice considered the telegram a sufficient naming of the vessel and paid the money, not to bind the bargain, but as security. It would have been just the same whether it was an order or a contract. The defendant would tell the Court in his evidence that he never entered into a contract unless he was in a position to carry it out, and he would further explain that when he received the telegram he was unable to discover whether the firm in Australia was able to execute the order or not. Was it likely under such circumstances he would enter into a contract to supply the coal, being at the time in total ignorance as to whether he could supply it or not! He would also refer to the fact that the defendants were perfectly satisfied that the position they had taken in defending the suit was a right and proper one, as they were compelled to do so in order to decide their own position with regard to the firm in Sydney, Messrs. Gibson, Hale, and Co. They had also another case pending, in which an order had been given for coals at a certain limit, and when the coals arrived, instead of being over the limit they were under the limit, and the question immediately arose, "Were they bound to deliver at the price named before the coals arrived, or were they bound to deliver them at the cost price, merely taking their own commission, or were they entitled to the profit between the cost price of the coals and the original price arranged? Their own view of the matter was the course they had adopted in this case, namely, that if an order was given to them to bring coals here at a certain maximum price, and if they arrived at less than that price, they were bound to deliver them at the less rate; on the other hand, if the coals arrived at more than the maximum price the buyer had the option to take delivery or to refuse to accept them, and take back the bargain money. The plaintiff in this case elected to take the coals, and he had sold them at a profit, if he had left them in the defendant's hands they would have made a profit. That was an element worthy of great consideration, for it proved that the plaintiff, although he paid a higher rate for the coal than he originally stipulated, still he had made a profit and was much better off than if the order had not been executed at all. But the plaintiff was not satisfied with the profit he had made, and it was the question to be decided whether he was entitled to the extra Tls. 783 he would have received as additional profits in case he had obtained the coals at the original price mentioned. The defendant, in his evidence, would also mention the fact that, from the beginning to the end of the transaction, he never intended to enter into a contract to supply the coal, and it would be for the Court to weigh well and judge between his evidence and the evidence of Mr. Rice. There would be a direct contradiction between them, and yet the Court might believe that the evidence of each was truthful, namely, that Mr. Rice was under the impression that he was entering into a binding contract, and at the same time Mr. Wetmore never intended to enter into a contract, but merely took it as an order. If there had been a mistake, it had arisen from Mr. Rice not coming to the clear understanding with Mr. Wetmore, or from his (Mr. Rice) conveying to his Chinese principal a wrong impression of what Mr. Wetmore did say. Another point, worthy of remark, was the fact that the defendants never intended to make more than the ordinary commission in the case, and they conducted the whole business throughout as commission agents. That further went to show that they did not enter into an absolute sale, but only gave an order for the coals to be forwarded, and all they were to charge was commission. He then referred to the difference in the documents he had produced, to those in the case, and to the simple fact, that a contract could not be made unless both parties clearly understood each other, and agreed on all the terms of it.

Mr. Drummond then called

Mr. W. Shephard Wetmore, who deposed—Early in July, 1875, I received advice by wire from Sydney, from the firm which subsequently sent these coals, which appeared to be rather favourable for shipment, and I asked Mr. Rice if he could get any of his Chinese friends to send orders to us. After a short lapse of time, Mr. Rice came and told me he had some parties who wished to send orders on certain limits. I told him it would be better for him to send in a note, giving me an offer. He did so. It was the note of the 24th of July. I told him I would telegraph down to Sydney to ascertain whether the firm there could accept an offer at the limits named for a cargo of coal. A month elapsed before I got any response. On the 24th of August, we received the telegram which has been produced. It was in our code, but there were one or two words I could not make out. I wrote to Mr. Rice, and told him I had received a telegram from Sydney which apparently referred to the execution of the order I had transmitted. Mr. Rice accordingly came to my office, and I showed the telegram to him. I told him that the first part of it was unintelligible, but as far as I could make out, it referred to the execution of the order, and that 1050 tons of coal had been shipped by the *Harlaw*. At the first interview we had, I told Mr. Rice that I would transmit his orders, but I would take no responsibility in the matter. We had had no business with the firm before, and I did not know how they would execute the order, or if they could execute it at all, and therefore I refused to take any responsibility whatever. I merely transmitted the order, and charged commission. I did not consider the letter of the 24th of August a sold note. The difference in its phraseology was so great, that I took it as a confirmation of the offer Mr. Rice had previously placed in my hands. I had no intention to enter into a contract to sell the coals at a certain rate. I accepted the bargain money as a security against the Chinese. I did not consider it as binding the contract in the least. If the coals had arrived at a less price than was mentioned, we should have delivered them at the less price, and our remuneration in the transaction would have been the commission and nothing more. It would have been just the same if the cost had been just as much as the limit. When the price is more than the limit, we offer the coals to the buyer and if he likes to take them he does, and if he does not we do the best we can with them. If the original buyer refused to take the coals under such circumstances, we should return the bargain money. The coals in this case exceeded the limit, and it was optional with the plaintiff whether he took them or not. If he had not taken them, we should have returned the bargain money. I calculated what they would be, from the bill of lading. The price amounted to about Tls. 7.35, but that was only a provisional arrangement. I made out a full account, and sent it to Mr. Rice with the letter dated the 19th of November. I think that was the time. That account was returned to me. These two notes now produced are in my handwriting. They relate to two precisely similar transactions to that now before the Court. They are orders by Chinese for the purchase of coal, in which I acted as the agent for the Chinese principal. The "sold notes" which have been produced (those produced by Mr. Drummond), are different to the letters of the 24th of July and the 24th of August. They are totally on different classes of business. It never occurred to me that the letter of the 24th of August was a sold note. I regarded it as a confirmation of the request to order. We never undertook to sell in this matter as merchants, and we should never enter into such a contract unless we were sure we could carry it out. We had no interest in the transaction except the bare commission. I was not in a position to sell at all, and if I had considered the letter of the 24th of August a sold note, I should have returned it, saying I was unable to enter into such a contract. Bargain money is never taken from any one except Chinese. It is simply taken for security, and nothing else.

By Mr. WAINEWRIGHT—The portion of the telegram I could make out was, "27th July and 20th August, we have shipped by *John R. Worcester*, 23rd August, 1,050 Bulli coal, and by *Harlaw* 1,050 tons of coal, 23rd August, please send us bank cheque on the Mercantile Bank of Sydney for £3,000; shipments since 1st June, 7,400 tons, Southern coal exclusively." In the meantime, I have ascertained what the words meant we could not make out at the time. They mean, "We have executed your order of the." No orders were given on the 27th of July and 20th of August. It was a mistake. I sent no orders on those dates, but I sent orders from here which might reach them in Australia on those dates. I have sold cargoes, to arrive, as a merchant, and in that case if the cargo did not turn out according to my account, I should be liable. We expect to charge our usual commission of three per cent. to Messrs. Gibson & Hales. There was no express agreement that our commission was to be three per cent., but it is the usual amount. They drew against this cargo to the extent of over Tls. 4,000. I cannot say whether I accepted the draft before the coal arrived, or not. I believe the draft was for the full cost of the cargo, but I am not sure. I did not communicate verbally or by writing with Mr. Rice about it. I remember the letter of the 9th of October. It was the one in which the plaintiff agreed to take the coal at Tls. 7.35 per ton, subject to all rights to claim for non-delivery at Tls. 6.60 per ton as contracted for and bargain money paid, and requesting in case of the acceptance of the offer, for the ship to go either alongside Hunt's Wharf or in No. 1 Section of the river, to discharge. I do not know whether I answered that letter or not, but I believe I ordered the ship to No. 1 Section. I know it is usual for cargoes of coal to be sold before they arrive. The cost of telegrams was generally a matter of arrangement, and in this case I don't know what the arrangement was. I never had a case in which the coals have been laid down for a less figure than was arranged for, except the one that has been mentioned, and another in which it was a joint account with a Chinaman. In the latter case, the Chinaman got his share of the profits. The other case has not yet been decided.

By the ASSOCIATES—The plaintiff had the power to refuse the coals, and the bargain money would have been returned to him. He took delivery without prejudice to any claim he might have.

June 1st.

Mr. DRUMMOND in addressing the Court on behalf of the defendants said that he should first make a few observation on the law of the case, and then deal with the evidence which had been brought forward on both sides. The issue to be decided was, had a contract been entered into or not, and as far as he could see it was simply and solely a question into which no element of law whatever entered. It was simply a question of fact, contract or no contract, and was one of those matters specially suitable for the consideration of a jury. The Court constituted the jury, and if it found that a contract had been entered into by the defendants to supply the coals at the terms named, the plaintiff would undoubtedly be entitled to a verdict; and on the other hand if the Court found no such contract had been entered into, then undoubtedly the verdict would be for the defendants. There was no element of law in the case, and the authorities which had been cited had nothing whatever to do with the point at issue. He analysed some of the authorities which had been quoted by Mr. Wainewright, all of which he said were unquestionably good and sound law, but they were beyond this case altogether. It was therefore unnecessary for him to follow the authorities all through, the question being one of fact only, and could be decided by a jury without the hesitation of five minutes. That was all he should say with regard to the law of the case, for it involved no law whatever. He would now proceed to touch on the facts of the case, and the evidence given, verbally and documentary, to see how far it supported the case for the plaintiff and how far it supported the case for the defendants. They had documentary evidence on both sides, and for the plaintiff three witnesses had been called and only one witness for the defendant. The only witness who had given any evidence which really bore distinctly and decidedly on the plaintiffs' case was Mr. Rice. He should leave his evidence until the last, and first deal with that given by the two other witnesses—the plaintiff, and Mr. McLeod. The plaintiff had no doubt been called as a matter of form for it was plain he was not so well aware of what had taken place as his broker, Mr. Rice. His (the plaintiff's) evidence was brief and amounted to very little. It simply showed that the impression left on his mind was that Mr. Rice had completed the contract for him. It really carried the case no further, and the utmost value to be placed upon it was the incidental bearing it had in supporting Mr. Rice's evidence. With regard to Mr. McLeod, he confessed, he failed to understand why he had been called at all. Mr. McLeod knew really nothing about the case itself, and it appeared to him that he had been called in the character of an expert to explain how business was conducted here, and how he conducted similar transactions. If that was Mr. McLeod correct position, it was to be presumed that he would have a considerable amount of knowledge of similar transactions, but it was somewhat curious that on his being questioned he admitted that he had never had a case exactly similar to the present one; he had never had in the course of his experience a case of coals of this kind, all his dealing having been in other things. Therefore, the special knowledge he should have possessed for his evidence to be at all material in the case, was exactly the knowledge he did not possess. His evidence consequently was of no value for it cast neither light nor darkness on the case, and it only amounted to "If I had made a contract I should have carried it out," and there was no doubt every other merchant in Shanghai would do the same. Mr. McLeod was asked, in the course of his examination, to give some opinion with regard to the letter of the 24th of August, in fact he was plainly asked to perform the function which the Court was called upon to perform. His evidence on the point was immaterial, for whatever opinion he had formed on the subject he did not suppose it would affect the decision on the question. He would now pass from these two witnesses to the evidence of Mr. Rice, whose testimony, to say the least, to some extent was unsatisfactory. It appeared to him that there were several discrepancies between his (Mr. Rice's) evidence and the documentary evidence which had been put before the Court, and in addition there were several variances in his statements and those of Mr. Wetmore's. He would first advert to the discrepancies between Mr. Rice's testimony and the documentary evidence. Mr. Rice was first asked whether the letters he sent on the 24th of July and the 24th of August were his usual forms of arranging contracts, and whether the letter of the 24th of August was his usual form of sold notes. First he told them it was, but when he was asked to compare it with a large number of previous notes, in precisely similar transactions, he contradicted his own statement that the letter was his usual form of sold notes. Of course Mr. Rice was not aware when he gave his first answer that a number of his own notes would be produced, hence the surprise which they seemed to cause him. It was the only way they had to test his evidence, and he thought the contradiction was sufficient to show that his testimony was not to be altogether relied upon. In pointing out these discrepancies it was not his desire to impute anything improper to Mr. Rice; the motive was immaterial, and it might have arisen from a bad memory, but it was a point not to be lost sight of in considering the question of the reliability of his evidence. Moreover, Mr. Rice had told them that he had abandoned his past form of sold notes and had adopted the far more simple form used by other brokers, and that went to show that he felt a want of confidence in his own style of business. Another little point, and these little points were all worthy of consideration, although they might not affect the main issue, but if Mr. Rice was wrong in some things it showed that complete reliance could not be placed on his evidence,—was when he was asked whether the coal had been sold by the plaintiff he admitted that it had been sold but was not aware of the price at all. That was his answer, but when he (Mr. Drummond) produced one of the letters which had been put in during the hearing of the case, written by Mr. Rice himself, and which distinctly stated that the coal was sold at a certain price, he admitted that he must have been told that the coal had been sold at a profit. Mr. Rice said what he had written must be correct, and, therefore, on his own admission it was clear that his memory was not to be trusted. Then, again, when Mr. Rice was asked the question with regard to the payment for telegrams to Australia, he said he knew nothing about it; he could not say whether the Chinese were to pay for the telegram or not. When the letter was produced in which Tls. 100 were guaranteed for extra expenses, Mr. Rice admitted the extra expenses might have been for the payment of the telegrams, but he could not say positively. These were discrepancies which in themselves might be comparatively small and did not bear distinctly on the main point involved in the case, but when the case rested on the testimony of one witness on one side and one witness on the other, it was necessary to test the evidence of each minutely to see whether their memories were to be relied upon. From what he (Mr. Drummond) had said he thought there was little doubt but that the memory of Mr. Rice was somewhat treacherous. He would now proceed to point out the differences between the evidence of Mr. Rice and that of Mr. Wetmore. The most important one was in reference to what took place at the first interview. Mr. Wetmore had distinctly stated that at the interview he told Mr. Rice he would not be responsible for the execution of the order, and on the other hand Mr. Rice had denied that he said anything of the kind. Mr. Wetmore's statement was positive, and he gave his reasons why he could not undertake the responsibility of the order, namely, that Messrs. Frazar and Company had had no business with the firm in Sydney previously, and therefore they had no knowledge as to how they would carry out any contract. It was on that ground that the defendants declined to be a party to the contract the performance of which depended entirely on other people, and consequently Mr. Wetmore undertook only to transmit the order. That was a perfectly feasible explanation for him to make, and the probabilities were that any respectable firm would decline to enter into a contract under such circumstances. He failed to see the least reason why the Court should not take Mr. Wetmore's statement as the correct one. There was not the least bit of evidence to throw any doubt upon it and he thought it reflected truth on its face. This point, of course, went to the root of the whole matter, for if Mr. Wetmore stated he would not be responsible for the execution of the order, it was the strongest proof the Court could possible have that it was very unlikely he would the next moment do the contrary by entering into a contract to supply the coal. That was a strong element in the case, and he contended that the evidence of Mr. Wetmore was entitled to reliance; it had not been proved to be untrustworthy in any way. He would now refer to the documents in the case, and in his opinion the language they contained was the best evidence they could have in judging of a transaction of this kind. The five documents which were in Mr. Rice's own handwriting, and which he had stated were sold notes from his office, differed from the letter of the 24th of August in phraseology, and were much more distinct as to their meaning, yet even they were not so simple as the ordinary sold note which Mr. Rice had introduced into his business since the present transaction took place, and if, like other firms, Mr. Rice had used those kind of notes before it was very likely there would not have been any mistake made. The difference between the letter of the 24th of August, and the sold notes in the other cases, was quite sufficient to lead any one to believe that the letter was not intended for a sold note but as a confirmation of a prior order. That was the way in which Mr. Wetmore had regarded it; he never dreamt it was a sold note, and it was a point for remark that Mr. Rice could not explain why the letter, if he originally intended it for a sold note, differed from the other sold notes he had been in the habit of using. The other two documents which he had produced also in Mr. Rice's own handwriting, showed transactions of a

different nature, and they were such as he submitted were involved in this case. Those two documents were supported by two others, and then there were also the two notes in Mr. Wetmore's handwriting in which he had conducted similar transactions as the agent for the Chinese principal. Those two documents could be looked at with those in this case, and they set forth very clearly the nature of the transaction intended to be entered into. His friend, Mr. Wainewright, had stated that the highest case the defendants could set up was that they were the agents of the firm in Australia, but he never seemed to have taken into consideration the fact—possibly those who had instructed him had misled him—that the defendants had a much more simple and stronger case than that, namely, that they were not merely the agents of the firm in Australia, but that they were the real agents of the purchaser of the coal here. The two documents in Mr. Wetmore's handwriting were in support of that view of the case; the defendants instead of being the sellers of the coals were merely the vehicle for forwarding the plaintiffs order, and the principal seller was the firm in Australia. A Chinese merchant wanting merchandise had gone, through his broker, and asked the defendants to procure what he wanted, and they had merely carried out orders, and their commission was all they would receive. They did not sell the coals themselves, for when they traded as merchants they followed a different system altogether. In addition to these facts there was another point worthy of consideration. Mr. Wetmore had told the Court that he never intended to enter into a contract to sell unless he was well aware he could carry it out. By that he did not mean that he never sold unless he could make a profit, but that he never sold unless he had a cargo afloat and which he could sell, and the matter of profit or loss was beyond the question altogether. That fact strongly supported his view in the present case. It was a well known fact also that a merchant would transmit an order at any time if he knew the parties and incurred no risk or responsibility, and if the order was executed he simply claimed his commission and nothing more. The evidence throughout the case went to show, whether the letter of the 24th of August was held to be a confirmation of a previous order or a contract, that Mr. Rice left Mr. Wetmore to draw his own conclusions. Mr. Rice on seeing the telegram considered it a sufficient naming of the vessel, and paid the bargain money on the strength of it. He thought from the general facts of the case that it was clear the only remuneration the defendants was to receive was the commission and that was all. Commission never entered into transactions where there was a contract to sell, and therefore the fact that the defendants were only to receive a commission was a very important element to be considered in deciding as to whether there was a contract or no contract as in this instance. Now he came to the question of the bargain money. With regard to it the plaintiff, Mr. Rice, and Mr. Wetmore, had given evidence. The plaintiff being a Chinese understood it to be a security, or as he more graphically described it, as money paid to nail the bargain. They had it in evidence that bargain money was only taken from Chinese and not from foreigners. He ventured to assert that it would be entirely new to the majority of the merchants of Shanghai, if, by the acceptance of bargain money they were bound to something which was not bound by any other means. It was well known that no foreign firm would resort to a Chinese Court for a breach of contract, and would rather lose the money than adopt that course, but to secure themselves, to some extent, they took the bargain money. It was the simplest security they could have, and according to Mr. Wetmore's evidence when the coals arrived at a higher rate than was agreed upon it was optional with the plaintiff whether he took them or not, and if he had elected not to take them the bargain money would have been returned. There was another matter to which he would draw attention, but it would be unnecessary to consider it if the Court held that there was no contract, but if there existed a doubt on the point it was not unworthy of consideration. The fact to which he referred, was that the plaintiff took the coals and realised a considerable profit, but reserved his rights to claim for further profit, and it was a question whether he was entitled to further profits than he had already realised. In supported of this view he quoted Mr. Maine's works on damages, page 827. Without further remarks he would now, with entire confidence, leave the case in the hands of the Court, believing that it would be able, without much hesitation, to come to the conclusion upon all the evidence before it, that the defendants simply executed an order for the purchase of the coals by the plaintiff as commission agents for which they received the usual commission and nothing more, that there was no actual sale by them or contract entered into to sell a cargo of coal at a definitely fixed price; and that consequently the verdict must be for the defendants on such terms as the Court thought fit to determine.

Mr. Wainewright then addressed the Court. He said his learned friend commenced his observations by twitting him on his law, and laid down the proposition that there was no law whatever involved in the case. He thought he might describe that as a remarkable conclusion for his friend to have arrive at, considering that in the next breath he contended that the point to be decided was, contract or no contract. The existence or absence of a contract was purely a question of law, that was, they must look whether there was such a state of things as to legally involve a contract. He was quite prepared to coincide with his friend that the issue in the case was, contract or no contract, but to arrive at a conclusion on that point he submitted that there was a certain amount of law involved and it was to the application of that law that they must address themselves. The cases he had cited went to prove that assuming there was a contract, as he maintained there was, the parties liable were the defendants, and that they could not shift the responsibility on to the shoulders of the firm in Australia. With regard to the question whether there was or was not a contract, he submitted that it rested on the letters which had passed between the parties to the transaction, and upon the important fact of the payment of a certain sum of money by the plaintiff to the defendants. As he read the letters they clearly contemplated the formation of a contract with the defendants, and the defendants alone. The word "order" in the first letter was synonymous in its meaning with the words "purchase" or "sale," and he could not believe that Mr. Wetmore ever intended to treat it as a mere order. Whatever meaning was put upon that letter, however, was immaterial for in itself it did not constitute a contract, but he strongly contended that the other letter, dated the 24th of August, compled as it was with the payment of Tls. 1,000 clearly constituted a contract, and a binding contract. A Chinese was bound by foreign law, and he could not get relief unless he was able to show he was entitled to it. In this instance the plaintiff could not obtain relief, unless he could show that by the laws of the United States he had entered into a contract. The law of the United States, so far as contracts were concerned, was substantially the same as the law of England and the same as it had been for hundreds of years. In order to make a good contract, the 17th section of the Statute of Frands prescribed that one of four things must be done, and one of those four things was that there should be a payment of a sum of money as an earnest to bind the bargain, or in part payment of the purchase money. The bargain money paid in this case was an earnest or a nailing or binding of the contract, and in this case it was also taken as part payment for the goods. His friend Mr. Drummond had argued that there was no technical meaning for the term "bargain money," but that it meant "security;" and that it was only taken because they were in China as a protection against the Chinese. It seemed to him that the common sense meaning of the term was that the money was taken and given to bind or nail the bargain. He was ready to admit that the practice was more general in cases where one of the parties was a Chinese, but at the same time he maintained that foreign merchants when they took bargain money concluded that it completed an actual contract. The 17th section of the Statute of Frauds set forth unmistakeably, that the money paid was to be an earnest to bind a bargain or in part payment, and he submitted with the greatest confidence that it was impossible to believe that the money in this instance was not paid to bind the bargain and as a part payment for the goods contracted for. Mr. Rice who was a gentleman of considerable commercial experience here, and expecially in transactions of this kind, and he was very emphatic that the money was paid to bind the bargain, and that was the only common sense view to regard it in. Upon the payment of the bargain money he relied to support his contention that there was a contract, and the terms of the contract were set out in the letters and there was no dispute about them. Then, again, Mr. Wetmore had stated in his evidence in chief, that he never entered into a contract unless he was sure he could carry it out. That assertion however was somewhat modified in his cross examination, for he admitted that he did enter into contracts to supply goods which were not in his possession, and that if anything turned out contrary to what he expected he was responsible. That was exactly the position of the defendants in the present case; they entered into a contract to supply the goods on certain term and failed in their undertaking. Mr. Drummond further contended that Mr. Rice's memory was not to be trusted, and founded his assertion on certain grounds. One reason why Mr. Rice's memory was not to be trusted was because he did not state just at the moment what was the profit at which the plaintiff resold the coals, and another reason was that he did not recollect who was to bear the expenses of the telegrams. Both these were comparatively trivial matters, and any man in a large way of business with numerous transactions passing through his hands might easily forget them, unless they were reduced to writing. As regarded the profit on the coals when Mr. Rice saw his letter on the point, he at once admitted that what was in it must be correct, and with all deference to the able argument of his friend he submitted that the proof of Mr. Rice's alleged defective memory amounted to nothing. Mr. Rice said he did not know what arrangement was made about the payment for the telegrams, and Mr. Wetmore's explanation amounted to about the same. As to the statement that Mr. Wetmore declined to take any responsibility in the matter, and that he never contemplated entering into a contract, he considered that all doubt in the matter were put aside by the fact that Mr. Wetmore received the bargain money without the least protest or subsequent repudiation in any way until after the coals arrived. That acceptance of the money completed the contract, and that being so, he thought he had said sufficient to show that the defendants were the individual who were responsible under the contract, for it was clear the plaintiff had nothing to do with the parties in Australia. He submitted that the letters of the 24th of July and the 24th of August should be considered by themselves, apart from all other letters and they clearly proved that a contract had been entered into between the parties. It was a well know principal in law that where an agent did not disclose the names of his principals in the transaction—and the name of the firm in Australia was not disclosed in this instance—he was liable whether the principal lived in the same country or not. The conduct of the defendants throughout the whole proceeding had been that of a principal, and there was nothing at all to support the contention that they acted as agents. He considered the evidence given by Mr. McLeod was of importance in the case, and in conclusion he contended that the evidence of the contract was irresistible and that nobody could be liable except the defendants. With these observation he left the case, with the utmost confidence, in the hands of the Court at the same time reminding it that there was the matter of the dispute in the accounts not to be lost sight of in the consideration of the decison.

June 2nd.

The Court this morning, delivered the following

Judgment:—

In this cause, it appears that in the month of August, 1875, the plaintiff, through Edward W. Rice, as agent or broker, agreed to buy

from the defendants, and they agreed to sell to him, a quantity of Australian coal at the rate of Tls. 6.60 per ton; that Frazar & Co. telegraphed to parties in Australia for the coal, and received answer that the coal wanted had been shipped by the *Harlaw*, as per request. The reply telegram was read by Mr. Wetmore to Mr. Rice, the broker, who by letter to Frazar & Co., "confirmed" the purchase, and enclosed cheque for Tls. 1,000 to close the sale, as bargain money. This seemed to have fully completed the purchase at the price stated, and at that time it does not appear that any other price was mentioned by either party. Their payment for commissions and telegrams does not enter into the contract at all. The ship *Harlaw* arrived at Shanghai on or about the 9th of October, 1875, and thereupon the plaintiff demanded delivery of the coal so purchased, but the defendants declined delivering the same unless they were paid the sum of seven taels, three mace, five candareens per ton; and the plaintiff in order to obtain delivery of the said coal (having sold the coal to other parties while in transit, and believing that he had made the purchase in good faith), did pay to the said defendants the same, being seven mace, five candareens more than the contract price. The total quantity of the said cargo delivered was 1,045 tons, and the plaintiff paid in respect thereof the sum of Tls. 7,680.75, being Tls. 783.75 more than according to the said contract he ought to have paid. Delivery of the coal was taken and payment made by the plaintiff, under the express stipulation that such delivery and payment respectively were not to prejudice the right of the plaintiff to recover damages for the defendants' breach of contract.

The Court deems it unnecessary to further comment upon the facts developed in the case, except to say that to all intents and purposes a bargain for the coal was made by the parties in interest, and secured by earnest money, which is a principal ingredient in all such contracts, either in part by delivery, or as a whole. For these reasons, judgment is awarded in favor of plaintiff in the sum of Tls. 783.75, with interest.

J. C. MYERS,
Consul-General,
Acting Judicially.

We concur,
H. DE C. FORBES,
J. F. TWOMBLY,
} *Associates.*

June 5th.

Assault.

E. W. BLACKWOOD, who lives at Woosung, was charged with assaulting a China woman, named Ah-Ugun. She said she was forced to leave the house in which Blackwood lived, on account of his having assaulted her, and she feared to return.—He was found guilty of the assault, ordered to give bonds in the sum of $200 to keep the peace for one year towards the complainant, to pay the costs of the case, and to be committed to prison until the sentence was complied with.

MIXED COURT.

Shanghai, May 24th.

Before the Chinese Magistrate HSIEH and W. M. COOPER, Esq., *British Assessor.*

Housebreaking.

Between some houses in the Tientsin road, runs a long passage, used for storing firewood. A man who had formerly been a watchman at an adjacent bank-shop, a few nights ago concealed himself behind a pile of the firewood, and during the night broke a hole through the wall of an adjoining silk store, and stole 22 rolls of silk, with which he got clear off the premises, and was carrying towards the Race Course, when at the bridge leading to the Gas-works, he was met by a Chinese Municipal constable, who seeing the property in his possession, took him to the Louza Police Station, where it was ascertained he had stolen it in the manner indicated.—Sentenced to receive 200 blows, and to be cangued for three months.

May 31st.

Robbery.

A house boy, lately in the employ of a foreign firm, was discharged, and soon after he left it was found he had stolen some articles of clothing, the property of another boy, his fellow servant. Sentenced to receive 40 blows with the bamboo.

Jinriksha Obstruction.

A jinriksha runner was charged with obstructing the Bund foot-path, near the Club. He escaped from the constable at the time of the offence, but was captured next day. Sentenced to 30 blows.

8th June.

Before the Chinese Magistrate HSIEH, and Dr. YATES, *U. S. Assessor.*

Damaging a Carriage.

A jinriksha runner was brought up charged with damaging a carriage, the property of a foreigner, by running the shafts of the jinriksha through one of the panels. The cost of repairing it, it was said, would be Tls. 20. It appeared the carriage was being driven slowly along, and that the mafoo was obliged to pull to one side suddenly, to avoid collision with another jinriksha, the runner of which persisted, as usual, in crossing in front of the pony. The defendant was coming along at a fast pace behind, and through holding his head down, did not see the carriage until too late to avoid the accident.—The Magistrate said he should hold the owner of the jinriksha responsible, and ordered him to be brought into Court.—On his appearance, in answer to a question, he said he owned only the one jinriksha, but the Police were able to prove that he was the owner of twenty-four.—He was ordered to pay for the repair of the carriage, when he demurred to the sum named, as excessive.—The Magistrate said he would allow him to endeavour to make an arrangement as to the cost, and in the meantime, the runner would be held in custody.—This is the second case of the kind that has happened recently, and the Magistrate suggested that all the owners of jinrikshas in the Settlement should be summoned before him, when he would warn them that they would be held responsible for damage resulting from breach of the Police regulations on the part of the runners, and that in any future case coming before the Court, the jinriksha would be confiscated.

Miscellaneous.

LEKIN TAXES.

MR. WADE TO THE PRINCE OF KUNG.

Oct. 2nd, 1875.

SIR,—The foregoing communication was ready for transmission to your Imperial Highness yesterday, but I kept it back for a particular reason.

It is needless to review all that passed between my visit to the Yamên on the 25th, when I renewed negotiations on the subject of the three guarantees, and my receipt of your Imperial Highness's note on the evening of the 29th.

I briefly acknowledged this note on the 30th, promising to write presently at greater length. In the meantime, as it was stated in your Imperial Highness's despatch that Mr. Hart had been directed to consider the question of taxation of trade carefully and in detail, I requested that gentleman to inform me what instructions he had received. He answered none, but as it was possible there might be some misunderstanding on the point, he begged me to take no further step until he should have spoken to the Ministers of the Tsung-li Yamên. I consented, and, according to a letter from him now lying before me, he waited upon their Excellencies upon the 30th of September and the 1st instant.

What was said to Mr. Hart by the Ministers who received him on both days has, of course, been reported to your Imperial Highness, and there is but one part of the conversation to which I propose to refer. Mr. Hart was informed yesterday, the 1st instant, by the Ministers Tung and Ch'ung that, as a concession, the import trade might be freed from "li-kin" taxation within the limits of the foreign settlements, and that, to balance this boon, the old interdict upon the foreign trade in bean-cake at Chefoo and Newchwang would be reimposed. This, their Excellencies informed Mr. Hart, was the positive decision of the Grand Secretary Wênsiang.

Now, the removal of the prohibition referred to was granted under circumstances which I well remember. Ningpo had fallen into the hands of the Taeping rebels in the month of December, 1861, and great fear was entertained at Peking that they would make a dash at the Taku forts, which, at the time I speak of, were still occupied by the troops of England and France.

The Grand Secretary Wênsiang asked me if Sir F. Bruce would guarantee the forts against capture by the rebels, and Sir F. Bruce undertook to guarantee them, provided the trade in bean-cake at the ports abovenamed were thrown upon. An Imperial Decree approving the opening of the trade to foreign shipping was issued on the 19th February, 1862, and was communicated to the foreign legations in a despatch from your Imperial Highness, dated the 22nd February.

The concession was formally confirmed, first, in the year 1863, by the exclusion of the interdict from Rule V of the Supplementary Regulations appended to the Danish Treaty; and similarly in the year 1869, when the Austro-Hungarian Treaty was negotiated.

Whether under these circumstances the Powers whose nationals are interested in the bean-trade would consent to their abrupt exclusion from the trade, is a question of which the consideration may well be postponed. The intimation, at the same time, of the possibility of such a measure, especially at this juncture, is by no means without significance.

The positive decision of the Grand Secretary Wênsiang, communicated thus formally to the Inspector-General of Customs, amounts to this, that certain taxes upon trade, which have been protested against as being imposed in violation of Treaty, shall, as a favour, be laid no longer upon the trade in a certain limited area occupied by foreign communities, within which area no trade exists, and that, as a set-off against this favour, a privilege, conceded in exchange for an important service rendered the Chinese Government, and subsequently confirmed to the foreigner by Treaty, shall be withdrawn.

If the positive decision of the Grand Secretary Wênsiang represent the positive decision of the Chinese Government, I can only say that no words could better substantiate the charge of trifling so deprecated in your Imperial Highness's despatch of the 29th September.

(Signed) THOMAS FRANCIS WADE.

THE PRINCE OF KUNG TO MR. WADE.

(Translation.) Peking, Oct. 4th, 1875.

The Prince received on the 2nd instant the British Minister's two despatches, dated respectively the 1st and the 2nd instant; in the first of which he states that he is about to withdraw the Legation at once from Peking; and in the second he refers to a statement of the Ministers Tung and Ch'ung to the Inspector-General of Customs, Mr. Hart, as to a positive decision on the part of the Grand Secretary Wênsiang in connection with the interdict on the bean-trade at the northern ports, the reimposition of which was to counterbalance the withdrawal of the li-kin tax from the settlements at the ports. This, it was observed, was a sufficient testimony to the truth of the British Minister's statement that he was being trifled with.

The Prince has questioned the Ministers Tung and Ch'ung, who state that, in their conversation with Mr. Hart on the day referred to, neither of them uttered a syllable with reference to the bean-trade; and that, although the Tsung-pan Tung, who did deliver a message from the Grand Secretary, referred, when speaking with Mr. Hart on the question of li-kin, to the circumstances connected with the removal in times past of the interdict on the bean-trade, the Grand Secretary's meaning was not as is represented in the despatch received from the British Minister.

The expression "positive decision" [was used in this wise]. The Grand Secretary, while lying ill at his private residence, after concluding what he had to say to the Tsung-pan Tung, added that in all arrangements that it was proposed to make, his positive decision was that, as a first essential, injurious consequences must be guarded against. This was a general observation, embracing

Mr Rood

Bond sent to Penn

No. 9. Aug 8. ack Aug 8

DEPARTMENT RECEIVED AUG 7 1876 OF STATE

United States Consulate General,
at Shanghai.

Mr. Meyers,

to the

Department of State.

Subject.

Bond of the Vice Consul at Newchwang.

Abstract.

Incloses the bond certified by H. B. M.'s Consul at Newchwang Mr. Meyers also approves it.

No. 9.

United States Consulate General,
Shanghai, 23d June 1876.

Honorable John L. Cadwalader,
Asst. Secretary of State,
Washington.

Sir,

Reverting to Mr. Bradford's No. 1044, I have now the honor to hand you the bond of Mr. Frederick Bandinel, as Vice Consul at Newchwang duly executed and certified by H. B. M's Consul at port.

I have approved this bond, and have so informed the Minister at Peking, with a view to Mr. Bandinel being notified to the Chinese Government as the officer in charge at Newchwang.

I am Sir,

Your obedient servant
John C. Myers.
Consul General.

Inclosure,
Mr F. Bandinel's bond as Vice Consul.

K.

Mr Wood
Mr Berdan

REPORT

Dec. 11. 1876.

The disaster to the American ship "Enoch Train" near Hongkong and the assistance rendered her by Capt. James Stewart of the Chinese gun-boat "Sui Tsing", were reported in despatch No. 320 from Hongkong of Dec. 25. 1875. It appears that the "Enoch Train" was dismasted in a Typhoon outside the harbor of Hongkong on the 2d October 1872. Information of that fact having been received by Capt. Stewart he got up steam on his boat and went to her assistance. He found her in a dangerous position and towed her into a safe anchorage inside the harbor. He could do nothing further to assist her on account of the unseaworthiness of his boat. He left with her master a sufficient quantity of arms and ammunition to defend her against attack from

pirated forces on shore. Shortly after her arrival at safe anchorage a second typhoon passed over the place of her first anchorage and had she been there then undoubtedly she would have gone to pieces. This second gale lasted so long that several days elapsed before Capt. Stewart could return to HongKong. Immediately upon his return to HongKong Capt. Stewart dispatched a vessel of greater power than his own to the scene of the disaster and which brought the disabled vessel safely to port. Capt. Thompson of the "French Town" publicly thanked Capt. Stewart for his kindness and assistance. The owners have never expressed any thanks neither has the Department. Under the circumstances it is deemed ~~eminently~~ proper that some suitable testimonial should be given to Capt. Stewart - say a gold watch and chain, as the

REPORT

services rendered by him were no doubt invaluable. Mr. Talbot, an American citizen, for many years a resident of Hong Kong, and to whom the matter was referred by the Consul General, is well conversant with the facts in the case and gives a very graphic description of the affair. He heartily recommends some suitable testimonial. It would be well to add in addition to the watch and chain, a letter of thanks to Capt. Stewart, & the crew of his vessel. This would, I think, more properly go through the Chinese government (c.f. the letter of thanks). The watch could be sent to the Consul General. Captain Stewart is a British subject, in Chinese employ.

A. B. Wood.

Mr Ward for return
Aug 7 by airy

No. 10

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OF STATE

ack Aug 8

Watch & chain ordered Aug 26.
ack Aug 26

United States Consulate General,
at Shanghai.

Watch & chain sent to Shanghai
with Instructions - Dec. 9/26

Mr. Myers.

to the

Department of State.

Subject.

Captain Stewart and the American ship "Enoch Train".

Abstract.

Incloses copies of correspondence in relation to assistance rendered by a Capt. Stewart (British subject) to the American ship "Enoch Train" in 1872, while that vessel was in distress.

No. 10.

United States Consulate General,
Shanghai, 24th June 1876.

Honorable John L. Cadwalader
Asst. Secretary of State,
Washington.

Sir,

Reverting to your instruction No. 510 to the Vice Consul General, I have now the honor to say that upon his application thereunder to the Consul at Canton, I have received Mr. Lincolns No. 10 together with its inclosure, copies of which I hand you herewith. 2/

I desire to remark in this connection that whilst there seems to have been an error practiced in not sooner bringing the valuable services of Captain Stewart to the notice of the Department. Some recognition of those services would be perhaps none the less deserved, nor less acceptable, now than in 1872.

Mr. Talbot's statement is entitled to

to the fullest consideration. He is an old resident in the East, and a man of practical observation.

In case the Department decides to mark its appreciation of such services as those rendered by Capt. Stewart to the "Enoch Train" by any testimonial, I will gladly see that it is forwarded to him. Captain Stewart is, I believe, a British subject.

I am Sir,

Your obedient servt.

John C. Myers.

Consul General.

Inclosures, 3
1. Mr. Lincoln to Mr. Meyers 10th June 1876.
2. Mr. Talbot to Mr. Lincoln 9th " "

(Copies)

No. 10 Copy.

U. S. Consulate at
Canton, 10th June 1876.

John C. Myers, Esqr.
U. S. Consul General,
Shanghai.

Sir,

I have the honor to acknowledge the receipt of dispatch No. 192 from the U. S. Consulate General, of date — requesting information as to the whereabouts of one Captain James Stewart who it is said rendered valuable assistance to the Am. ship "Enoch Train" while said ship was in distress, having encountered a typhoon on the China coast in 1872.

I have the honor to state that the said Captain Stewart is now, and has been for several years at this port in command of H. I. M's R. C. "Sui Tsing". From all that I can learn, I am satisfied

satisfied that most valuable aid was rendered by said Captain S— to the said "Enoch Train", but for which service no acknowledgment of any kind has ever been made by the Captain or owners.

Herewith I enclose copy of communication from Mr Talbot, the Representative at this port of the American Mercantile firm of Messrs Olyphant & Co. Mr Talbot has resided here for several years and is well informed as to the character of the services rendered the "Enoch Train" by Captain S. The enclosure will, I think give all the information desired.

I have the honor to be
Sir,
Your obedient servant,
(Signed) C. P. Lincoln,
U.S. Consul.

Copy.

Canton 9th June 1876.

C. P. Lincoln, Esqr.

U. S. Consul,

Canton.

Sir,

I am duly in receipt of your dispatch No. 159 informing me that you had been requested by the State Department at Washington, through the Consulate General at Shanghai, to ascertain the whereabouts or address of one Capt. James Stewart, who in 1872 commanded His Imperial Chinese Majesty's gunboat "Suit. "Tsing," and also to ascertain the facts as to the character of assistance said to have been rendered by the said Capt. Stewart in October, 1872, to the American Ship "Enoch Train" and to her crew.

I have much pleasure in complying with your request to furnish you with such information as may be in my possession as to the facts of the case.

I have known Capt. Stewart intimately for a number of years during which time I have been a resident at Canton, and he in command of the above named vessel, under the

the authority of the Viceroy of the two provinces of which this city is the capital. I was in Canton at the time the assistance was rendered to the "Enoch Train" and recollect distinctly the circumstances connected with the case: more especially as no steps were taken so far as known, by either the Capt. or agents of the "Enoch Train" to acknowledge in a fitting manner to Capt. Stewart or the Chinese government the valuable assistance he rendered which, without doubt, was the means of saving a valuable ship, cargo, and probably all on board from destruction. One or two days after the "Enoch Train" had reached a safe anchorage in Hongkong harbor, a second typhoon visited the locality where she was first found in a disabled condition which must have caused her Total loss.

During a visit of Rear Admiral Jenkins to this port, while in command of the United States Asiatic Squadron. I told him of the circumstance and he said he would report it

it to the Department at Washington; as far as I know this is the only action that has been taken to inform the government at Washington of an act deserving of special mention which was rendered to an American on the high seas.

In order to prevent any mistake I have obtained a copy of the "Suit Tsing's" Logbook containing a notice of the affair which I copy as follows

"H. I. C. M. S. S. "Suit Tsing" St Johns Bay.

October 14th 1872

About 2 o'clock this morning a Chinaman came on board, (he having been told to do so by one of our men who was on shore.) and stated that an American ship was laying off Hau Chuen Bluff, dismasted, and that he had been sent off to Macao by her Captain to seek assistance. We got steam at once, and after communicating with the Mandarin got under weigh and proceed for Hau Chuen Bluff to see what assistance we could render to her. About half past 10 o'clock

A. M.

A.M. came up to the ship: she was anchored in 9 fathoms of water S.W. of Hau Chuen Bluff. Her Captain boarded us. He said that they had been dismasted during a typhoon experienced when in Lat. 17° N. and Long. 117° E. of Greenwich. She is the ship "Enoch Train" of Boston U.S. Captain Thompson. Her Captain stated that he wanted assistance, that he wished to get towed to HongKong where he was bound. As our little vessel had not sufficient power to tow them there, our Captain told him that he would try to tow him into a safe anchorage and then go to HongKong and endeavor to get a larger steamer to go and ~~tow~~ him up. The Captain very gladly accepted this offer of assistance (especially as our Captain told him that he would not accept any remuneration for doing so - that his vessel was in distress and he would be glad to assist him in any way he possibly could, the only stipulation he made was that he of course expected that H.E. the Viceroy would be

be told of the services of the gunboat, as our Captain had to account for the extra expenditure of coals and other stores; accordingly we took her in tow and after a great struggle we managed to tow her into six fathoms of water. Mow Chau in Bluff then bearing about NNE whilst we were towing her we did not make more than three quarters of a Knot an hour, as her Captain did not wish to get into less than six fathoms of water they anchored. We got letters from them for their agents, etc. left them six snider rifles (Nos. 12. 21. 23. 5. 3. 32.) with sword bayonets and a lot of rifle ammunition, so that they might be able to protect themselves if necessary. We then proceeded for Hong Kong, that same evening weather very thick and blowing strong with glass falling fast, was forced to anchor in St. Johns Bay and make preparations for a typhoon.

Tuesday October 15th 1872.

Blowing strong from N.E. all day. Bar: going down fast. all appearances of an approaching typhoon, sky had a very peculiar reddish appearance towards sunset

sunset - no use trying to steam against the strong gale which has been blowing since we anchored here last night. Two anchors with 90 fathoms and 85 fathoms ship pitching a good deal - Battened down and got steam ready.

Wednesday October 16th 1872.

A strong N.E. gale which increased up till noon when it blew very hard indeed (about force 10) from East P.M. still strong gale, ship pitching about a good deal; towards 4 o'clock P.M. glass commenced to rise, allowed fires to burn down, at 4 weather more moderate, observed three or four very vivid flashes of lightning in the N.E. direction. By our wind and Bar: a typhoon has passed, the centre of which must only have been a short distance to the southward of us, lowest bar: 29.46.

Thursday and Friday October 17th and 18th 1872 proceeding to Hongkong, experienced very rough confused sea, arrived in Hongkong on Friday morning, sent "Enoch Train's" letters on shore. The "Kwang Tung" goes to tow the "Enoch Train" up for

for $2,300. which ought to be considered a moderate charge considering the Hong Kong-ites now know she is in distress.

Saturday and Sunday October 19th & 20th 1872. Laying in Hong Kong on Sunday the "Enoch Train" was towed in by the S.S. "Kwang Tung", she rode out the Typhoon all right, and did not have very much sea. They returned our arms all right.

Monday October 21st 1872.

Left Hong Kong again for our station, fell in with our Junk of Tyskam S.E.

I think the foregoing gives all the information that it is necessary to transmit. I may however mention that when the Chinaman went on board the Steamer "Suit Sing", and reported a ship in distress, that he did not do so entirely of his own volition. He was taking steps to organize a piratical attack upon the ship instead of carrying the Captains message to Macao for assistance; some of the crew of the Suit Sing discovered the contemplated attack and reported

The

the matter to Captain Stewart, who was thereby enabled to get possession of the Chinaman sent by the Captain of the "Enoch Train" and through him to find the vessel and be the means of saving her and most probably all hands.

In the issue of the Hong Kong Daily Press, which published in its Shipping Reports Captain Thompson's report of his passage to Hongkong, he takes occasion to thank Capt. Stewart for his assistance and kindness, but no other recognition of the services of the gunboat has ever been made, and Capt. Stewart's express stipulation that H.E. the Viceroy should be informed of the service rendered by his vessel were entirely disregarded. About the time this affair occurred there was considerable feeling existing in Hongkong against the provincial authorities at Canton, and a good deal had appeared in the public prints on the subject. The Chinese gunboats of which the "Suitsing" was one, had come in for a large amount of censure as being useless appendages kept for appearance

by

the authorities, never doing any useful service to any one, as this was an occasion which enable them to shows to foreigners of all nationalities, that they were equally willing and ready with other similar vessels belonging to different nations, to render assistance to either Chinese or foreigners whenever the opportunity presented itself. It was therefore disappointing to Capt. Stewart and his officers to find that no notice was taken of the work they had performed; and no word of thanks sent to the government that employs them in acknowledgment of the really valuable services rendered by the vessel.

Trusting that you may find these details useful to you in replying to the Department.

I am Sir,

Respectfully Yours.

(Signed) F. R. Talbot

Mr Woods

Ack Copy to Secy of Treasury with reference to former correspondence

DEPARTMENT RECEIVED AUG 7 1876 OF STATE

No. 11. Dated Aug 7 Rec'd Aug 8 Ack Aug 8

United States Consulate General
at Shanghai.

Mr. Meyers,

to the

Department of State,

Subject,
Verification of invoices.

Abstract,

Responds to Department's instruction No. 517. States that he has addressed circular letters to each of our Consuls in China detailing instructions in accordance with the Department's dispatch No. 517.

No. 11.

United States Consulate General,
Shanghai, 27th June 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

In response to instruction No. 517 addressed to Mr. Bradford, which I have had the honor to receive, I have to say that I have addressed an appropriate dispatch to each of the Consuls within my jurisdiction, touching the verification of invoices.

In the matter of shipments of Curio's and articles of vertu from China, it is an impossibility for a Consular Officer to determine their specific value, as there is no standard which may be used. I will observe the greatest care in dealing with invoices of such goods as may be submitted to me, but aside from the oath or declaration of the purchaser owner or shipper much will have to depend upon the appraising officer at the port of entry.

Samples

Samples of such articles here are useless, as those of high value are so successfully imitated as to defy detection except by those who have dealt in them for years, and in many cases even experts are deceived.

I would respectfully suggest that such articles sent by China to the International Exhibition at Philadelphia are likely to be genuine, and from a careful examination and comparison of them by the appraising department more nearly correct valuations of future imports could be made.

I have the honor to be
Sir,
Your obedient servant,
John C. Myers
Consul General.

Mr Ward

DEPARTMENT OF STATE
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1876

ack. aug. 26

No. 12.

U.S. Consulate General. Shanghai.
to the Department of State.

Mr. Meyers.

Subject:

Transmitting account for Miscellaneous Expenses to 30th June 1876. with 16 Vouchers. and 4th advising draft against the same. at par.

1 Inclosure.

No. 12.

U. S. Consulate General.
Shanghai. July 12th 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State.
Washington.

Sir:

Inclosed I have the honor to hand you my account for Miscellaneous Expenses to 30th June 1876. supported by 16 vouchers, and have to advise my draft No. 8 on the Honorable Secretary of State, at par. in favor of the Hong Kong & Shanghai Banking Corporation, for Gold $248.07/11 for which I ask your protection. My draft being at par. I do not send Exchange vouchers.

I am. Sir.
Your Obedient Servant.

John C. Myers
Consul General.

Mr Wood

ack. aug 24

No. 13.

U.S. Consulate General. Shanghai.
to the Department of State.

Mr. Myers.

Subject:
Transmitting the usual
Returns to the 30th June 1876.

8 Inclosures.

No. 13.

U.S. Consulate General.
Shanghai July 12th 1876.

Honorable John L. Cadwalader
Assistant Secretary of State.
Washington.

Sir:

Inclosed I have the honor to hand you the usual Returns to the 30th June 1876. Viz:

Inclosure No. 1. Form No. 117 Digest of Invoice Book.
" 2 Form No. 118. Letters Received.
" 3 " " 119. Letters Sent.
" 4 " " 120. Arrival and Departure of American Vessels.
" 5 Police Cases.
" 6 Criminal Cases.
" 7 Return of Civil Suits.
" 8 " " Correspondence in Translation to Department.
" 9 Jail report.

I am. Sir.
Your Obedient Servant.
John C. Myers
Consul General.

COURT OF THE UNITED STATES CONSULATE GENERAL AT S

Return of Criminal Suits from the 1st day of April to the 30th day

OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	AMOUN AN
73	Apl 6	United States	Florence W. Eckfeldt.	Obtaining money under false pretences and Embezzlement.	Guilty - and sentenced to three years imprisonment.		X
	June 5th	United States	E.C. Blackwood	assault and battery.	Guilty - and sentenced to file bonds to keep the peace and pay the Costs of the prosecution.		

E. H. C.
U.S. Consulate
Shanghai.

UNITED STATES CONSULATE GENERAL AT

m the 1st day of April to the 20th d

NDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	AM
C. Eckfeldt.	Obtaining money under false pretences and Embezzlement.	Guilty - and sentenced to three years imprisonment.		x
kwood	assault and battery.	Guilty - and sentenced to file bonds to keep the peace and pay the costs of the prosecution.		

E. & O. E.
H. Comeau
Manager

[Form No. 121.]

AT SHANGHAI CHINA.

day of June 1876, inclusive.

AMOUNT OF FEES CHARGED AND RECEIVED. Hearing.	DISPOSITION OF FINES AND FEES. Associates.	Clerks.	Marshals.	Interpreters.	APPEAL.
× 207 "	15' "	60 "	77 25'	48 75'	6 " × This item and Counsels fee $797.00 are included in Court a/c for June 30/76
19 20			9 10	10 10	
226 20	15' "	60 "	86 35'	58 85'	6 "

John C. Myers

Late Consul

Shanghai July 10th 1876

COURT OF THE UNITED STATES CONSULATE GENERAL AT SH

Return of Civil *Suits from the* 1st *day of* April *to the* 30th *day*

OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	AMOUNT AN
435		Pending from last quarter			Closed		
538		"	"		"		
555		"	"		"		
569		"	"		"		
574		"	"		Pending		
587		"	"		Proceedings stayed for Petitionin		
601		"	"		Pending		
603		"	"		closed		
604		"	"				
605		"	"		"		
606		"	"		"		
607		"	"		Pending		
609	Apl 12	Russell & Co.	am. J. W. Eckfeldt	Wrong	"		
610	" 19	Kate Jessup	M. Jenny Clinman	Contract	Withdrawn		
611	June 30	Enden	Co. J. L. Remington	do.	Pending		

E. & O. E.
U.S. Consulate
Shanghai

UNITED STATES CONSULATE GENERAL AT

om the 1st day of April to the 20th da

ENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINE IMPOSED.	AM
t		Closed		
		"		
		"		
		"		
		Pending		
		Promptly Stayed for Petitions		
		Pending		
		Closed		
		"		
		"		
		Pending		
eest	Wrong	"		
rman	Contract	Withdrawn		
ingston.	do.	Pending		

E.T.C.

U.S. Consul

Manila

[Form No. 124.]

AT SHANGHAI CHINA.

day of June 1876, inclusive.

AMOUNT OF FEES CHARGED AND RECEIVED. Hearing.	DISPOSITION OF FINES AND FEES. Associates.	Clerks.	Marshals.	Interpreters.	APPEAL.
10 30		5 30	5 "		
17 20		12 20	5 "		
9 60		4 60	5 "		
10 20		5 20	5 "		
71 01 × 15 "	6 "	31 06	18 95		× This $15- item formerly in name of Bradford's a/c for Court Expenses, dated 27 May 76.
87 40 15 "	12 "	31 10	26 30	3 "	
None					
9 50		4 50	5 "		
None					
27 30		22 10	5 20		
242 51 30 "	18 "	116 06	75 45	3 "	

John A. Myers

Att. Genl.

Shanghai July 10th 1876.

an
Lee
Ste

Date
1776
March
"
"
April 5
" 17
" 20
May

April
"
May

April
"
"
"
"
June

Report of Consular Correspondence received at, and transmitted from, the United States Consulate General, at Shanghai, China, to the Department of State, Washington, during the 2d Quarter of 1876.

Amoy.

Date 1876	No.	No. of inclosures	Address.	Received at Consulate General	Forwarded to Washington.
Mch 31	102	4	Dept. of State	April 8. 1876	Apl. 15. 1876
" "	103		" "	" " "	" " "
" "	104	1	" "	" " "	" " "
Apl 5	105		" "	" 17 "	" 30 "
" 17	106	1	" "	" 24 "	" " "
" 29	107	1	" "	May 11 "	May 14 "
May 10	108	2	" "	" 15 "	" 30 "

Canton.

Apl 10	16	1	Dept. of State.	May 3. 1876	May 14
" "	17	4	" "	" 3 "	" 14
May 7	18	1	" "	June 9 "	June 15

Chinkiang.

Apl. 1.	44	3	Dept. of State	Apl. 6. 1876	Apl. 14. 1876
" 1.	45	4	" "	" " "	" " "
" 1.	46	8	" "	" " "	" " "
" 10	47	1	" "	" 13 "	" " "
" 10	48		" "	" 13 "	" " "
June 10	49		" "	June 13 "	June " "

Hankow.

Date		No	No of inclosures	Address	Received at Consulate General	Forwarded to Washington
March	31	284	1	Dept. of State	Apl 11. 1876	Apl. 14. 1876
"	"	285	2	" "	" 13 "	" " "
"	"	286		" "	" " "	" " "
Apl	5	287	1	" "	" " "	" " "
"	"	288	2	" "	" " "	" " "
"	"	289	2	" "	" " "	" " "
"	8	290		" "	" " "	" " "
"	"	291	1	" "	" " "	" " "
"	13	292	2	" "	" 29 "	" 30 "
"	"	293	3	" "	" " "	" " "
May	1	294	2	" "	May 13 "	May 14 "
"	13	295		" "	" 22 "	" 31 "
"	"	296		" "	" " "	" " "
"	"	297		" "	" 30 "	" " "
"	"	298	1	" "	June 22.	June 30. "
"	25	299	1	" "	" "	" "
June	8	300	1	" "	" "	" "

Newchwang.

March	31	106	6	Dept of State,	April 10. 1876	April 14. 1876
Dec 1875	"	105	1	" "	" 15 "	" 30 "
March 1876	"	108	1	" "	" " "	" " "
Apl	3	109		" "	" " "	" " "
"	17	110	1	" "	May 13. "	May 31. "
May	1	112	1	" "	" 9 "	" 14 "
"	8	113		" "	" 13 "	" 31 "
"	8	114	2	" "	" 13 "	" " "

Swatow.

Apl	1	39	3	Dept of State	Apl 15. 1876	Apl. 30. 1876
"	1	40	3	" "	" " "	" " "
May	8	41	—	" "	May 20. "	May 31. "

Foochow.

Date		No	No of enclosures	Address	Received at Consulate Genl.	Forwarded to Washington.
Mch	30	154	1	Dept of State.	Apl. 6. 1876	Apl. 15. 1876
"	31	155		" "	" " "	" " "
"	"	156	4	" "	" " "	" " "
"	"	157	1	" "	" " "	" " "
"	"	158	1	" "	" " "	" " "
Apl	13	160		" "	" " "	" " "

Ningpo.

apl	10	94	3	Dept of State.	Apl. 12. 1876	Apl. 14. 1876
"	"	95	2	" "	" " "	" " "
"	"	96	2	" "	" " "	" " "
"	"	97	2	" "	" " "	" " "
"	20	98	0	" "	" 21 "	" 30 "

Tientsin.

Mch	16	110		Dept. of State	Apl. 6. 1876	Apl. 15. 1876
"	25	111	3	" "	" " "	" " "
"	31	112	1	" "	" " "	" " "
Apl	12	113	3	" "	" 27 "	" 30 "
"	"	114	3	" "	" " "	" 30 "
"	"	115	1	" "	" " "	" 30 "
May	6	116	7	" "	May 14 "	May 14 "
Apl	30	117	1	" "	" 14 "	" 14 "

E & O. E United States Consulate General,
Shanghai 30th June 1876.

John C. Myers
Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
R. P. Hunter,	6041	Shanghai, June 21. 1876	June 23 1876	Estate of King & Co.- Canton.		
U. S. Legation	6042	Peking, " 13 "	" 26 "	The Seward Road Extension,		
Taotai	6043	Shanghai, " 22 "	" " "	An officer to examine into the Jenkins case.		
"	6044	do. " 27 "	" 28 "	Will lend guns & powder for the 4th.		
U. S. Legation	6045	Peking. " 23 "	" 29 "	Approving Woosung Harbor Regulations.		
Jardine Matheson & Co.	6046	Shanghai. " 29 "	" " "	The land of Takee. - Hall report.		
Wilkinson & Co.	6047	do. " 30 "	" 30 "	Estate of King and Co. of Canton.		
J. W. Torrey,	6048	Hong Kong, " 21 "	" " "	Department dispatch about Borneo matters.		
Taotai.	6049	Shanghai, " 28 "	" " "	Mr. Jenkins arms may be sold on certain conditions.		

John C. Myers
U. S. Consulate General,
E. & O. E. Shanghai, 30th June 1876.

Consul General.

Inclosure

No. 8.

with Dispatch No. 13.

Return of Correspondence
Transmitted.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
U. S. Consul,	6027	Singapore May 30. 1876	June 19. 1876	Estate of King & Co. Canton.		
Taotai,	6028	Shanghai June 5 "	" " "	Frazar & Co's vessel the "Adele".		
Dept of State	6029	Washington May 4 "	" 20 "	Approves Flag Staff for Canton.		
" "	6030	" " " "	" " "	Mr. Johnson instructed to reply.		
" "	6031	" " 5 "	" " "	Invoices at Chinese ports.		
Supt. Por. Mails	6032	" Apl 29 "	" " "	Sending letter for Dr. Elmore 25¢ due.		
" "	6033	" " 25 "	" " "	" Postal Guide April 1.		
" "	6034	" May 5 "	" " "	Relating to Mr. Myers bond as P. A.		
Taniche & Co	6035	Stroudsburg Pa " " "	" " "	Asking for reference to an Agency.		
U. S. Consul,	6036	Canton June 10 "	" " "	Acknowledging receipt of dispatch 193.		
" "	6037	" " " "	" " "	Capt. James Stewart Comdg. "Sui Tsing."		
Ashuelot,	6038	HongKong " 16 "	" " "	Requests to have mails sent to Foochow.		
Heard & Co	6039	Shanghai " 17 "	" 21 "	Estate of King & Co.		
U. S. Consul	6040	Hankow " 19 "	" 22 "	Returning dis. to Dept. 298. 299. 300.		

Consul General.

Register of Official Letters and Dispatches received at the United States Consulate-General at Shanghai, China, for the Quarter ending 30th June 1896

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Dept. of State,	6013	Washington May 20.	June 9. 1876	Circular No. 2.		
" "	6014	do. July 1.	" " "	" " 3		
F. F. Hopkins	6015	Shanghai June 10.	" " "	Request for Transit passes.		
Taotai,	6016	do. " 9.	" 12 "	Asking for title deeds 141. 198. 206.		
H.B.M. Andrew Jenkins	6017	" " 12	" 12 "	Request change steamer's name		
" "	6018	" " "	" 12 "	River pass for steamer.		
" "	6019	" " "	" 12 "	Appointment of Master to "La Tew Fung."		
U.S. Consul.	6020	Tientsin, " 5th	" 12 "	Receipt of dispatch.		
H.B.M. Andrew Jenkins	6021	Shanghai, " 12th	" 13 "	Appointment to Lorcha "Kiang Ning".		
A.H. de Carvalho.	6022	" " 13th	" 13 "	Estate of King & Co.		
U.S. Consul,	6023	Nankow " 12	" 15 "	Sending dispatch to Legation.		
U.S. Consul General,	6024	Yokohama " 7	" 15 "	Receipt of dispatch.		
F. Bandinel,	6025	Newchwang " 12	" 14.	"		
"	6026	do. " "	" 14.	Sending the V. Consul's bond.		

Consul General.

Register of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending 30th June 1876

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Spanish Consul,	5999	Shanghai June 1-76	June 3. 1876	Receipt of dispatch.		
A. Olivera,	6000	" 3.	" " "	Sale of land by Dr. Henderson-Protest.		
Dept. of State,	6001	Washington Apl 22.	" " "	Receipt of Borneo		document for Torrey.
Peruvian Legation,	6002	London, " 13.	" " "	Sending a dispatch for		Dr. Elmore.
Chipman, Stone, & Co.	6003	Yokohama, May 17.	" " "	Claim against		C. J. Ashley.
U.S. Consul.	6004	Chinkeang, June 3.	" 5.	Receipt of dispatch.		
U.S. Consular Agt.	6005	Chefoo, " " "	" 6.	" " "		
U.S. Consul,	6006	Foochow, " 1.	" " "	" " "		
" "	6007	Hankow " 5.	" 8.	" " "		
Taotai	6008	Shanghai, " 7.	" " "	Refuses permit to Fogg & Co. to import powder.		
U.S. Consul,	6009	Nagasaki. " 6.	" " "	Receipt of dispatch.		
Commdr. "Tennessee"	6010	Yokohama May 31.	" " "	" "		about "Ashuelot."
U.S. Consul,	6011	Canton " 30.	" 9.	Sending his dispatch		to Dept of State.
Dept of State.	6012	Washington May 17/76	" " "	Circular No. 1.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

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NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Consul for Germany	5985	Shanghai, May 26. '76	May 26. 1876.	Ackg. that Mr. Myers takes charge.		
" " France,	5986	do. " " "	" " "	" " "		"
" " Netherlands	5987	" " " "	" " "	" " "		"
" " Austro-Hy.	5988	" " " "	" 27. "	" " "		"
" " British Lt.	5989	" " 27 "	" " "	" " "		"
W. H. Van Martin,	5990	Lyons, Mch 23 "	" 29 "	Returning Commission for signature.		
Taotai,	5991	Shanghai, May 24. "	" " "	Seward Road Extension.		
U.S. Consul,	5992	Canton, " 20 "	" 30 "	Sending dispatch for Legation		
U.S.S. "Monocacy"	5993	Shanghai, " 30 "	" 31 "	No more men missing from the "Monocacy".		
Taotai,	5994	" " 31 "	" " "	As issuing passes for treasure boats excpt.		
do.	5995	" " " "	" " "	About Fogg & Co's powder.		
Municipal Council	5996	" " " "	" " "	Receipt of Mr. Myers dispatch		
Russell & Co.	5997	" " " "	June 1 "	Appointment of Master to "Hirado".		
U. S. Consul.	5998	Ningpo " 31 "	" 2 "	Receipt of dispatch.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Legation,	5971	Peking May 10. 1876	May 20. 76	Approving Revised Pilotage Regulations.		
J. V. Van Esten,	5972	Lyons Mich 9. "	" 22 "	Fee's for Pease's Will.		
U.S. Legation,	5973	Peking May 18 "	" " "	Sending Commission for Mr John C. Myers		
Taotai	5974	Shanghai " 22 "	" " "	His return to Shanghai		
do	5975	" " " "	" " "	May they import Samples of arms.		
H.B.M's Supreme Court	5976	" " 20.	" " "	Judge Goodwin Takes Charge.		
J. F. Elmore,	5977	Yokohama " 12 "	" 24 "	Leaves for Peru. via U.S.		
Fogg & Co.	5978	Shanghai 24 "	" " "	Wants permission to import powder.		
Russell & Co.	5979	" " "	" " "	Pass for their Stroff to Nanzing.		
M. T. Yates, Esq.	5980	" 20 "	" " "	Handing copy of Missionary reply to his letter.		
Consul for Russia	5981	" 26 "	" 26 "	Receipt of Mr. Myers dispatch.		
Taotai	5982	" 24 "	" " "	Sunkee's case ignores Mr. Seward's judgment.		
Consul for Portugal	5983	" 26 "	" " "	Ack'g. receipt of dispatch that Mr Myers takes charge.		
" Genl for Japan	5984	" 25 "	" " "	" " " " " " " "		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Taotai,	5957	Shanghai May 13.1876.	May 19. 1876	Hopkins Transit passes.		
U. S. Consul,	5958	Newchwang " 8 "	" " "	Sending dispatch for dept.		
Olyphant & Co	5959	Shanghai " 16 "	" 16 "	Their claim against W. Yanname.		
J. Storkey,	5960	London March 30 "	" " "	A box for the U. S. Ship "Monocacy."		
Dept of State	5961	Washington " 24 "	" 18 "	Receipt of dispatch No. 1023.		
" "	5962	" Apl. 4 "	" " "	" " about Hankow Consulate.		
Comptroller Treasury	5963	" Mch 25 "	" " "	Clerk hire account 4th qr of 1875.		
" "	5964	" " " "	" " "	Interest account " " "		
" "	5965	" " 27 "	" " "	Salary Account of B. Bradford, Esqr.		
" "	5966	" " " "	" " "	" " W. H. Hendricks "		
" "	5967	" " 28 "	" " "	Court Account 4th Qr. of 1875.		
" "	5968	" " " "	" " "	Salary & fees Acct. " " "		
Frazar & Co.	5969	Shanghai May 17. "	" 19 "	Duties on the "Adele" sold to Chinese.		
U. S. Consul.	5970	Swatow " 15 "	" 20 "	Sending dispatch for department.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
L. K. Pangborn,	5943	Newyork May 6 76	May 1876	Matter of "Norman Ward".		
Taotai,	5944	Shanghai " " "	" 6 "	Leaches for Soochow,		
Russell & Co,	5945	" " " "	" 6 "	Appointment of Master Str. "Fire Queen"		
" "	5946	" " " "	" 8 "	"		"Hirado."
" "	5947	" " " "	" 8 "	"		"Chihli"
" "	5948	" " " "	" 8 "	"		"Hupeh"
Mr Seward,	5949	Peking " 1 "	" 9 "	Lekin dues at Shanghai		
" "	5950	" " 2 "	" "	Modification of the Postal Arrangement.		
" "	5951	" " " "	" "	Approving reply of Mr. Bradford to Taotai.		
" "	5952	" " " "	" "	Receipt of papers Hill vs. Takee.		
C. & J. Trading Co.	5953	Shanghai " 9 "	" 10 "	Requesting permission to import rifles		
Russell & Co	5954	" " 13 "	" "	" River pass for Str. Fire Queen		
Japanese Con. Gen'l.	5955	" " 10 "	" 13 "	Mr Katozi to act as Consul.		
U. S. Consul.	5956	Tientsin " 8 "	" "	Sending dispatch for Department.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
F. Coit,	5929	Ningpo Apl 29. 1876	May 2. 1876	Appointment of a Master to "Lorcha".		
Comptroller Treasury	5930	Washington Mch. 13. "	" 1 "	Seamens a/c 4th qr. of 1875		
Fifth Auditor	5931	" " 24.	" " "	Receipt of Sundry accounts		
" "	5932	" " 11 "	" " "	" "	"	
Dept. of State,	5933	" " 4 "	" " "	Acknowledging receipt of No's 1018-1019.		
" "	5934	" " 6 "	" " "	Mr. Hendersons absence.		
" "	5935	" " 14 "	" " "	Inquiring for James Stewart.		
" "	5936	" " 16.	" " "	Acknowledging receipt of of No's. 1021-1022.		
" "	5937	" " 6 "	" " "	Appointment of Mr. Myers as Consul General.		
C. P. Bissell,	5938	Hartford " 23 ".	" " "	Estate of King & Co. Canton.		
Bancroft & Co	5939	San Francisco " " "	" " "	Asking for names of firms.		
U. S. Consul	5940	Canton	" 2 " "	Sending dispatch for department		
Legation	5941	Peking	" 3 " "	Requesting names of staff in Eng & Chinese.		
Taotai	5942	Shanghai May 5. 1876	" 5 " "	Cannot recognize Mr Myers without his Exequatur.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
H. C. du Bose,	5915	Foochow April 17. 1876	Apl. 18. 1876	The disturbance at Foochow		
Taotai	5916	Shanghai " " "	" " "	The case of "Sunkee".		
U. S. Consul.	5917	Canton " 11 "	" 19 "	Sending dispatch for Legation.		
Commr. of Customs,	5918	Shanghai " 19.	" " "	Dispatch about Hopkins passes.		
Local Post Office	5919	" " 20 "	" 20 "	Sending dead letters		
Municipal Council.	5920	" " " "	" " "	" Land transfers for registration.		
E. H. Thompson,	5921	" " 21 "	" " "	Receipt of Minister Seward's letter.		
Taotai	5922	" " 22 "	" 24 "	Hopkins transit passes.		
Russell & Co.	5923	" " 25 "	" 25 "	River pass for steamer "Nanking".		
U. S. Consul,	5924	Tientsin " 18 "	" 27 "	Sending accounts and Returns.		
Taotai	5925	Shanghai " 28.	" 28.	Will receive the Vice Consul General at 4 P.M.		
U. S. Consul General	5926	Yokohama " 17 "	" 30.	Sending fee's from Hall & Holtz.		
Olyphant & Co.	5927	Shanghai, May 1 "	May 1-1	Charter Party Matter.		
M. A. Jenkins,	5928	Hankow, Apl. 28.	" " 1	Money due him by Lee Lan Chong.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
F. E. Heyden,	5901	Shanghai Apl. 7. 1876	Apl. 8'76	Assumes charge as Netherlands Consul.		
U. S. Consul,	5902	Amoy Mch. 31.	" "	Sending Returns		
P. M. General,	5903	HongKong " 30 "	" "	" Annual Report		
U. S. Vice Consul,	5904	Newchwang " 31 "	" 10	Receipt of Blank Forms		
" "	5905	" " "	" 10 "	Sending dispatch for Department,		
U. S. Consul,	5906	Ningpo Apl 11 "	" 12 "	" " "		
G. F. Hopkins,	5907	Shanghai " 12 "	" 12 "	Appointing Master to Lorcha "Kin Fan Lee."		
L. K. Pangborn,	5908	Jersey City Mch. 2 "	" 13 "	Information about "Norman Ward."		
S. H. Merrill,	5909	San Francisco " 14 "	" " "	Asking for Chinese papers		
W. P. Martin,	5910	" " " 16 "	" " "	Sending for Bill of Sale for box of books.		
Post Master,	5911	" " " 13 "	" " "	Returning letters for postage		
Supt. Foreign Mails	5912	Washington Feb 25 "	" 15 "	Ackg. receipt of letter Dec. 24		
U. S. Consul.	5913	Swatow Apl 1 "	" " "	Sending dispatch for Dept.		
U. S. V. Consul	5914	Newchwang " 4 "	" 18 "	" Returns "		

Consul General.

Register of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending [illegible] 1944

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Peruvian Legation	5887	London, Jan. 31. 1876	April 1. 1876	Sending a dispatch for Mr. Elmore.		
Italian Consul General	5888	Shanghai, Mch. "	" 1 "	Shipment of Italian seamen.		
Taotai	5889	" Apl 4 "	" 4 "	Sunkee's security.		
Russell & Co.	5890	" " 5 "	" 5 "	River pass for str. Foochow.		
Dept of State	5891	Washington Feb 14 "	" 6 "	Judicial functions of N. C. G.		
" "	5892	" " 8 "	" " "	Mr. Seward's dispatch about Charge d'Affaires		
" "	5893	" " 15 "	" " "	Approving nomination of C B. Bradford as V. C. G.		
" "	5894	" " 18 "	" " "	Acknowledging receipt of of No. 1015.		
Edward Wallis,	5895	Rochester " 17 "	" " "	Inquiring for William Wallis (Seaman)		
G. G. Hopkins,	5896	Shanghai Apl 6 "	" " "	Master of Lorcha "Chinkiang"		
Miss Lindsay	5897	Jersey City Feb 14 "	" " "	Receipt of Bill of Exchange acknowledged.		
H. C. du Bose,	5898	Soochow, Apl 6 "	" 7 "	Missionary difficulty.		
Taotai,	5899	Shanghai Mch 29 "	" 7 "	Railroad Matters		
Municipal Council	5900	" Apl 7 "	" 7 "	Sytem of registering R. R. Land		

Consul General.

Inclosure

No. 2.

With No. 13.

Letters Received

June 30 - 1876

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

From the First day of April to the Thirtieth day of June 1876, inclusive.

NO. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.
1.	April 6th.	J.W. Eckfeldt.	Embezzlement.	Messrs Russell & Co	Committed pending further action on the charge. Sentenced May 15th to 3 Years imprisonment.			
2.	" 7th.	Albert Hansen	Drunk and assault on a Police Offair.	P.C. Watts.	Committed for 5 days on bread and water diet.			
3.	" 7th.	James Shaw.	Desertion from the U.S. Navy	P.C. Yeomans.	Committed and Captain of "Monocacy" notified.			
4.	May 1st.	John K. Wade.	Truancy.	J.K. Mooney.	Detained for investigation of charge.			
5.	" 10th.	John Moore.	Desertion from the U.S. Navy.	Serg't Lloyd.	Committed and Captain of "Monocacy" notified.			
6.	" 17th.	Chas. Mills.	Assault & battery.	Soh-Chee.	Committed for 5 days, with hard labor.			
7.	" 18th.	Wm. McGregor.	Desertion from the U.S. Navy.	Serg't Lloyd.	Committed and Captain of "Monocacy" notified.			
8.	" 29th.	Henry Kemish.	Breach of the peace.	" Skinner.	Warned and Dismissed.			
9.	" 30th.	Edward Jones.	Desertion from the U.S. Navy.	P.C Yeomans.	Sent on board the U.S.S. "Monocacy".			
10.	" 31st.	Bernard Trainor.	Assault on a Chinese Hotel Keper.	Chang May.	Committed for 10 days on bread and water diet.			
11.	" 31st.	James Armstrong.	Entering premises	Serg't Skinner.	Committed for 5 days. (Each,)			
12.	" "	And B. Trainor.	of Dr Nelson with wrong intent.					
13.	" 31st.	Jas. Armstrong.	Desertion from	(Confession.)	Committed for 30 days, with hard labor.			
14.	" "	And B. Trainor.	their vessel.					
15.	June 5th.	E.W. Blackwood.	Assaulting a Chinese Woman.	Ahn-Gun	To enter into his own recognizance in the sum of $200. to keep the peace toward complainant for the space of 1 Year, and to pay the costs of prosecution.			
16.	" 9th.	Mary Berry (a Colored Woman)	Disorderly Conduct.	H.B. Johnson & 2 Chinese	To find security in $100 to keep the peace toward complainants, for the space of one Year, and to pay the Costs of Prosecution.			
17.	" 28th.	Charles Pope.	Misdemeanor	R. Richter	To remain in custody until property of Complainant is produced (or value of same) and to pay the Costs.			

Richard Phoenix.
Marshal, of the Consular Court.

Approved
John C. Wright

5

Inclosure

No. 5

with Despatch No. 13.

Return of Police Cases.

June 30 = 1876

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE UNIT

From the ..... *of* ..... *to the* .....

NO. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.

UNITED STATES' CONSULAR JAIL, SHANGHAI,

REPORT FOR MONTH OF April 1876.

No. from last Report 3.
„ admitted during month 3.
Total 6.

No. discharged during month 3.
„ remaining 3.
Total 6.

No. of days served during previous months 546.
„ „ „ „ past month 104.
Total to date 650.

Richard Phoenix
Marshal. Consular Court.

NUMBER	NAME.	WHEN ADMITTED.	TERM.	WHEN DISCHARGED.	NO. OF DAYS.	REMARKS.
159.	Lyman H. Stoddard.	Novem^br 5^th 1873.	4 Years.		30.	
70.	William Von Haber.	December 10^th	6 months.		30.	Com^td by Consul for Russia.
33.	Louis Du Boise.	March 8^th		April 13^th.	13.	detained by request of Cpt. Tyffe of "Monocacy"
44.	Theodore W. Eckfeldt.	April 6^th.			25.	
45.	Albert W. Hansen.	„ 7^th	5 days.	April 12^th.	5.	
46.	James Shaw.	„ 7^th		„ 8^th.	1.	
					104.	

ED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

day of 187 , *inclusive.*

JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	

UNITED STATES' CONSULAR JAIL, SHANGHAI,

REPORT FOR MONTH OF May, 1876.

No. from last Report 7.
„ admitted during month 7.
Total 10.

No. discharged during month 5.
„ remaining 5.
Total 10.

No. of days served during previous months 650.
„ „ „ „ past month 111.
Total to date 661.

Richard Phoenix,
Marshal. Consular Court.

Number	Name.	When Admitted.	Term.	When Discharged.	No. of Days.	Remarks.
159.	Layman H. Stoddard.	Novemb.r 5th. 1875.	4 Years.		31.	
70.	William Von Haber.	Decumber 10th 76.	6 months.		31.	
44.	Theodore W. Eckfeldt.	April 6th			31.	
47.	John R. Wade.	May 1st		May 4th	4.	
48.	John Moore.	" 10th		" 13th	4.	
49.	J.W.E (see No. 44.) Sentenced	May 15th	3 Years.		———	Term began May 15th 1876.
50.	Charles Mills.	" 17th	5 days.	May 22nd	5.	
			Carried Over		106.	

UNITED STATES' CONSULAR JAIL, SHANGHAI,

REPORT FOR MONTH OF _____ 187 . (CONTINUED.)

NUMBER.	NAME.	WHEN ADMITTED.	TERM.	WHEN DISCHARGED.	No. OF DAYS.	REMARKS.

REPORT FOR MONTH OF June 1876.

No. from last Report 5.
" admitted during month 3.
Total 8.

No. discharged during month 4.
" remaining 4.
Total 8.

No. of days served during previous months 661.
" " " " past month 148.
Total to date 809.

Richard Phoenix.
Marshal. Consular Court.

Number	Name.	When Admitted.	Term.	When Discharged.	No. of Days.	Remarks.
159.	Lyman H. Stoddard.	Nov.r 5th 1873.	4. Years.		30.	
70.	William Von Haber.	Dec.r 10th 1875.	6. months.	June 22nd "	22.	Committed by Prussian Consul.
44 & 49.	Theodore W. Eckfeldt.	April 6th 1876.	3 Years.		30.	Term commenced May 15th.
53.	Bernard Trainor.	May 31st "	45 days.		30.	
54.	James Armstrong.	" 31st "	35 days.		30.	
55.	Edward W. Blackwood.	June 5th "		June 6th "	2.	
56.	Mary Berry (colored)	" 9th "		" 9th "	1.	
57.	Charles Pope.	" 28th "		" 30th "	3.	
					148.	

Approved
John C. Myers

REPORT FOR MONTH OF May 1870. (CONTINUED.)

Number.	Name.	When Admitted.	Term.	When Discharged.	No. of Days.	Remarks.
	Brought Over				106.	
51.	William Mc Gregor	May 18th "		May 19th "	2.	
52.	Edward Jones.	" 30th "		" 30th.	1.	
53.	Bernard Trainor.	" 31st "	45 days.		1.	
54.	James Armstrong.	" 31st.	35 days.		1.	
					111.	

Number.	Name.	When Admitted.	Term.	When Discharged.	No. of Days.	Remarks.
						Inclosure No. 9 with dispatch No. 18. Jail Report. June 30th 1876.

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
	9639	Jardine Matheson & Co. Shanghai,	Hill vs. Takee. Land in Mr. Keswicks hands.	
	9640	Taotai, "	Relating to salutes on the 4th of July. '76.	
	9641	Harbor Master, "	Minister's approval Woosung Harbor Regulations.	
	9642	Jardine Matheson & Co. "	Forwarding title deed No. 317.	

Ex. D. C.

U. S. Consulate General,
Shanghai 30th June 1876.

John C. Myers
Consul General.

NUMBER.	NAME.	WHEN ADMITTED.	TERM.	WHERE FROM.

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June *1876.*

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
June 27	9725	Dept. of State, Washington,	Verification of invoices. Dept. instructions.	
" "	9726	U.S. Consul, Amoy,	" " " "	
" "	9727	" " Canton,	" " " "	
" "	9728	" " Chefoo,	" " " "	
" "	9729	" " Chinkiang,	" " " "	
" "	9730	" " Foochow,	" " " "	
" "	9731	" " Hankow,	" " " "	
" "	9732	" " Newchang,	" " " "	
" "	9733	" " Ningpo.	" " " "	
" "	9734	" " Newchwang,	" " " "	
" "	9735	" " Swatow,	" " " "	
" "	9736	" " Tientsin,	" " " "	
" "	9737	Collector of Customs, New York,	15 Triplicate Invoices.	
" "	9738	" " " San Francisco	9 Triplicate Invoices	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
June 13	9711	Chipman Stone & Co. Yokohama,	Mr. Ashley's papers.	
" "	9712	Dept. of State Washington.	Sending Court Reports Eckfeldt case.	
" 14	9713	Collector of Customs S. Francisco.	Sending 26 Triplicate Invoices.	
" "	9714	" " Newyork	" 20 " "	
" "	9715	Mr. Seward U.S.M. Peking.	Harbor Regulations for Woosung. Copy sent.	
" 15	9716	Taotai Shanghai	Sending title deeds for inspection.	
" 19	9717	do "	Frazar & Co. "Adele" case.	
" "	9718	Mr Bandinel Newchwang	His bond accepted and forwarded	
" 21	9719	R. P. Hunter Shanghai	Estate of King & Co. Canton	
" "	9720	Taotai "	Sunkee's case	
" "	9721	Supt. For. Mails Washington	Acknowledging receipt of dispatch	
" 23	9722	Dept of State "	Sending Mr. Bandinel's bond.	
" 24	9723	" " "	Capt. Stewart and the "Enoch Train."	
" "	9724	Taotai Shanghai	Requesting loan of guns & powder.	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
June 12	9694	A. H. d'Carvalho, Shanghai.	Estate of King & Co, Canton.	
" "	9698	W. H. Tillinghast, "	" " "	
" "	9699	T. D. Tillinghast, "	" " "	
" "	9700	E. Fisher, Yokohama,	" " "	
" "	9701	Olyphant & Co Hongkong	" " "	
" "	9702	Russell & Co "	" " "	
" "	9703	Bourseted & Co Singapore	" " "	
" "	9704	Heard & Co Shanghai,	" " "	
" "	9705	J. Scheffe Hongkong.	" " "	
" "	9706	Dickinson & Co Shanghai,	" " "	
" "	9707	Taotai	Transfer of deed No. 327.	
" "	9708	U.S. Consul Singapore.	Estate of King & Co. Canton.	
" "	9709	" " Canton,	" " " "	
" "	9710	R.M. Johnson Hankow	Irregularities in his Dept. dispatches.	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		ON WHAT SUBJECT.	NO. OF ENCLOSURE
May	30	9683	Dept of State	Washington,	Mr. Johnson's No. 297.	
"	"	9684	Legation	Peking,	Sending Form No. 119.	
"	"	9685	Taotai	Shanghai,	An answer in the Sun Kee case.	
June	5	9686	A.M. d'Oliveira	"	Reply to his letter.	
"	6	9687	Legation	Peking	Sending names of staff.	
"	7	9688	L.K. Pangborn	Jersey City	Acknowledging receipt of letter.	
"	"	9689	J.M. Torrey	Hong Kong	Sending No. 514.	
"	"	9690	U.S. Consul	"	Mr. Murphy's claim.	
"	"	9691	" "	Swatow	Receipt of his No. 30.	
"	"	9692	Miss Lindsay	Jersey city.	Sending the watch.	
"	"	9693	E. Wallis	Rochester	No tidings of Wm. Wallis.	
"	"	9694	G.P. Bissell	Providence	Estate of King & Co.	
"	"	9695	C.P. Blethen	Shanghai	Forwarding title deed No. 323.	
"	"	9696	Milling & Sons	London	Estate of King & Co, Canton.	

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 30th June 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
May 29	9669	Fifth Auditor Treasury Washington,	Extra Clerk hire account,	
" "	9670	" " " "	Interpreters "	
" "	9671	" " " "	General Returns.	
" "	9672	" " " "	Salary and fees &c.	
" "	9673	Dept. of State	Washington Forms 118-& 119, 1st Quarter 1876.	
" "	9674	" "	" Form No. 90 - 53/91 2d Quarter.	
" "	9675	" "	" No General Returns sent.	
" "	9676	" "	" Mr. Myers assumes charge	
" "	9677	" "	" Nominating a Vice Consul General.	
" "	9678	Legation	Peking Mr. Myers takes charge.	
" "	9679	Dept. of State	Washington Transfer of Archives to Mr Myers.	
" "	9680	H Van Martin	Lyons Sending a commission.	
" "	9681	Collector	Newyork 6 Triplicate Invoices	
" "	9682	"	Sanfrancisco 16 " "	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
May 24	9655	Consul for Italy S'hai	Mr. Myers assumption of office.	
" "	9656	" " Japan "	" " "	
" "	9657	China Merchants S. N. Co. "	" " "	
" "	9658	Harbor Master "	" " "	
" "	9659	R. W. Mowatt Chief Judge "	" " "	
" "	9660	Capt. Fyffe, U.S.N. "	" " "	
" "	9661	Comm'r. of Customs "	" " "	
" "	9662	Taotai "	" " "	
" "	9663	Secretary of State Washington	Estate of King & Co. Canton.	
" 27	9664	Taotai Shanghai	Request for a pass - Russell & Co.	
" "	9665	" "	" to import powder - Frazar & Co.	
" 29	9666	Fifth Auditor Treasury Washington	Seamens a/c to 23d May 1876.	
" "	9667	" " " "	Court " " " "	
" "	9668	" " " "	Consular Clerk " " " H.H.	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

DATE. 1876.	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
May 24	9641	U.S. Consul Hankow,	Mr. Myers assumption of office.	
" "	9642	" " Chinkiang,	" "	
" "	9643	" " Consular Agt. Chefoo,	" "	
" "	9644	" " Consul Canton,	" "	
" "	9645	" " " Foochow,	" "	
" "	9646	" " " Yokohama	" "	
" "	9647	" " " Hongkong	" "	
" "	9648	" " " Hiogo	" "	
" "	9649	" " " Nagasaki	" "	
" "	9650	" " " Kewkiang,	" "	
" "	9651	" " " Ningpo	" "	
" "	9652	" " " Newchwang	" "	
" "	9653	" " " Swatow	" "	
" "	9654	" " " Tientsin	" "	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
May	23	9627	Sun Chong Shanghai	W. Chisholm's affairs.	
"	.	9628	M. W. Murphy "	" " "	
"	24	9629	Consul for Austria,	Circular informing of alterations taking charge.	
"	"	9630	" Belgium,	" "	
"	"	9631	" Denmark,	" "	
"	"	9632	" France,	" "	
"	"	9633	" Great Britain,	" "	
"	"	9634	" Germany,	" "	
"	"	9635	" Netherlands,	" "	
"	"	9636	" Portugal	" "	
"	"	9637	" Russia	" "	
"	"	9638	" Spain	" "	
"	"	9639	" Sweden & Norway	" "	
"	"	9640	U.S. Consul at Amoy	" "	

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 30th June 1876

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
May 15	9613	Farnham & Co. Shanghai	Claims against C. E. Hendrick.	
" "	9614	A. Silverthorpe "	" " "	
" "	9615	S. S. N. Co. "	" " "	
" 17	9616	U. S. Consul Amoy.	Inquiring date of his leaving his post.	
" 18	9617	Capt. of "Honocacy" Shanghai.	Arrest of Wm McGregor.	
" "	9618	U.S. Consul, Canton.	Inquiring about Capt. Stewart.	
" 23	9619	Taotai Shanghai	Sale of the "Adele" and duty claimed.	
" "	9620	" "	Mr. Myers Exequatur arrives from Peking.	
" "	9621	Dept. of State Washington.	Mr Bandinel's bond informal.	
" "	9622	Legation Peking.	" " "	
" "	9623	F. Bandinel Newchwang	" " "	
" "	9624	J. Compton Shanghai	W Chisholm's Affairs.	
" "	9625	Kelly & Co. "	" "	
" "	9626	Cudon "	" "	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
May 13	9599	Collector at San Francisco.	9 Triplicate Invoices	
" "	9600	" " Boston	2 " "	
" "	9601	W. P. Martin, San Francisco.	Box for Li Hang Fong.	
" "	9602	Bancroft & Co. do.	Sending Hong List.	
" 15	9603	Fogg, & Co Shanghai.	Request to land sample of arms.	
" "	9604	Shadgeto & Smidt do.	Claims against C. E. Hendrick.	
" "	9605	Astor House "	" "	
" "	9606	Hirsbrunner & Co. "	" "	
" "	9607	C. Smidt "	" "	
" "	9608	Hall & Holtz, "	" "	
" "	9609	C. B. Barker, "	" "	
" "	9610	C. P. Blethen, "	" "	
" "	9611	Ching Chong "	" "	
" "	9612	Rozario & Co "	" "	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
April 25	9585	Taotai Shanghai.	Hopkins Transit passes.	
" "	9586	Legation Peking.	Sending Hill vs Takee case.	
" 26	9587	3d Asst. P.M. Genl. Washington	Large denomination stamps on hand	
" "	9588	Supt. Foreign Mails "	Arrangement with Japanese P. Office people.	
" "	9589	Mr. Holcombe San Francisco	Estate of J. E. Wainwright.	
" "	9590	Collector of Customs "	12 Triplicate Invoices	
" "	9591	" " Newyork	1 " "	
" "	9592	3 Asst P. M. Genl. Washington	Sending 42 dead letters.	
" "	9593	Legation Peking	That Mr. Myers has arrived.	
" "	9594	Taotai Shanghai	Will he be recognized at once!	
" "	9595	Capt. J. Fyffe "	Arrest and conviction of John Moore.	
" "	9596	Dept of State Washington.	Mr. Myers Transit account.	
" "	9597	Fifth Auditor "	Sending " "	
" "	9598	Dept. of State "	Delay in receiving Exequatur	

1384 Byzantine Theology

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		ON WHAT SUBJECT.	NO. OF ENCLOSURE
April	18	9571	Rev. J.S. Roberts	Shanghai	Sending a copy of Mr. Seward's No. 6.	
"	"	9572	" J.K. Lambuth	"	" " "	
"	"	9573	Commr. of Customs	"	Hopkins Transit passes	
"	19	9574	Taotai	"	" " "	
"	20	9575	Admiral Reynolds	Yokohama	Order for the Ashuelot money.	
"	"	9576	S.F. Wheeler	New York	Estate of H. M. Sloan,	
"	"	9577	Taotai	Shanghai	Sunkee's case	
"	"	9578	Ching Chong	"	A.H. Stanley claim on his estate.	
"	"	9578	James Foster	"	" " "	
"	22	9580	Dept. of State	Washington	Receipt of Revised Statutes.	
"	"	9581	Legation	Peking	Sending Railroad letters to Taotai.	
"	"	9582	"	"	" P. Office memo of modification.	
"	24	9583	Taotai	Shanghai	Jenkins "Arms" matter.	
"	"	9584	Legation	Peking	The Seward Road matter.	

Nov 27 1858

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
April 8	9557	Dept of State Washington	Receipt of dispatch. No 1008 goes forward.	
" "	9558	" "	Ackg. receipt of appointment as V.C.G.	
" 10	9559	Supt. Foreign Mails "	Accounts made in name of Mr Seward.	
" "	9560	Dept. of State "	Approving a V. Consul at Tientsin.	
" "	9561	Taotai Shanghai	Reply to his Railroad letter.	
" "	9562	Collector of Customs, S. Francisco	24 Dupliate Invoices	
" 13	9563	" " New York.	2 " "	
" "	9564	U.S. Consul Amoy	His Miscellaneous Ex Acc. to Treasury.	
" 17	9565	H.B.M. Chargé Bose Shanghai	His Missionary Trouble.	
" "	9566	U.S. Consul. Amoy	Dr Jones Hospital bill.	
" "	9567	H.B.M. General HongKong	Receipt of two dispatches.	
" "	9568	Municipal Council Shanghai	Land Transfers.	
" "	9569	U.S.V. Consul Manila	Receipt of dispatch.	
" 18	9570	Revd Dr Nelson Shanghai	Sending copy of Mr. Seward's No 6.	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th June 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
April 7	9543	Capt. of "Monocacy", Shanghai,	Arrest of deserter James Shaw.	
" 8	9544	Dept. of State, Washington,	Form No. 90. 1st Quarter 1876,	
" "	9545	" " "	General Returns,	
" "	9546	Fifth Auditor Treasury "	Court Accounts,	
" "	9547	" " "	Interest do.	
" "	9548	" " "	Consular Clerks account H.H.H.	
" "	9549	" " "	Extra Clerk hire, "	
" "	9550	" " "	General Returns.	
" "	9551	" " "	Seamens Account,	
" "	9552	Supt. Foreign Mails "	Sending P.O. Act. 1st Quarter of 1876.	
" "	9553	Taotai Shanghai	Transfer of Title Deed No. 296.	
" 10	9554	Supt. Foreign Mails Washington	Acknowledging receipt of report of P.M. Genl.	
" "	9555	Dept of State "	Chinese Writer at Kew Kiang.	
" "	9556	" " "	Mr. Sheppards leave of absence.	

3

Inconnu

No. 3.

Letter No. 13.

Letters Rec'd.

June 30 1876.

Mr. Wood

DEPARTMENT OF STATE
RECEIVED
AUG
25
1876

No. 10. Rec'd No 306 f. Mr Johnson ack. Aug. 26

U.S. Consulate General. Shanghai.
to the Department of State.

Mr. Myers.

Subject:
Mr. Johnson did not apply to the Consulate General for leave of absence to visit Shanghai June 16th May & 3d June. The Consul General simply states the facts as suggested by Mr. Johnson's No. 306.

No. 15.

U. S. Consulate General.
Okanpai. July 12th 1876.

Honorable John L. Cadwalader.
Assistant Secretary of State.
Washington.

Sir:

Referring to Mr. Johnson's dispatch No. 306. I have the honor to say that Mr. Johnson made no application to his office for leave of absence from his post as stated by him. nor have I any knowledge of the person attending to the duties of his Consulate during such absence. as a Vice Consul. However. as I have found no other impropriety arising from his absence. and in view of the reason given by Mr. Johnson. (his family leaving for Japan) I have thought proper to report simply the facts.

I am. Sir.
Your Obedient Servant.
John C. Myers
Consul General.

Mr. Wood

Encl Satisfaction &
Cash 25 ack Aug 26

DEPARTMENT
RECEIVED
AUG
25
1876
OF STATE

No. 14.

United States Consulate General,
at Shanghai.

Mr. Myers

to the

Department of State,

Subject,
Centennial Celebration.

Abstract,

Forwards satin programmes and printed reports of proceedings.— States that the day was much honored by natives as well as foreigners, and that a salute was fired from a Chinese gunboat.

No. 14.

United States Consulate General,
Shanghai, 13th July 1876.

Honorable James A. Campbell,
Assistant Secretary of State,
Washington.

Sir,

I have the honor of enclosing for your inspection and approval, the programme of proceedings, and the report of the celebration of the Centennial Anniversary of American Independence, at Shanghai, China. The foreign residents of Shanghai, and the native population, participated in the observances of the day, and the Taotai, the Governor, at Shanghai anchored one of his gunboats in the river opposite the Consulate General and fired a national salute in honor of the United States. I took occasion to thank His Excellency verbally for the compliment, as he was present in person during the day.

I am Sir,

Your obedient servant
John C. Myers
Consul General.

Inclosures

Inclosures,

2 Satin Programmes.

3 Paper do.

5 Copies of printed reports.

1776. KWANG-SÜ. 1876. 2ND YEAR.

CELEBRATION
OF THE
CENTENNIAL ANNIVERSARY
OF THE
Independence of the United States of America,
AT SHANGHAI, CHINA.
JULY 4th, CENTENNIAL.

Marshal.
E. W. RICE, Esq.

Assistant Marshals.
S. C. FARNHAM, Esq.
JOHN H. VAIL, Esq.

PROGRAMME.

SALUTE OF ONE HUNDRED GUNS AT SUNRISE.

NATIONAL SALUTE AT 12 MERIDIAN.

ILLUMINATION AND FIRE WORKS AT THE CONSULATE GENERAL AT 9 P.M.

Exercises on Board the Excursion Steamer "Plymouth Rock."

READING OF DECLARATION OF INDEPENDENCE—O. B. BRADFORD, Esq.
Song—"STAR SPANGLED BANNER."
ORATION—HON. JOHN C. MYERS.
Song—"HAIL COLUMBIA."

TIFFIN AT ONE O'CLOCK, P.M.

SPEECHES, TOASTS AND SONGS.

PROGRAMME OF TOASTS.

1. THE DAY WE CELEBRATE—
   Proposed by the CHAIRMAN.
   Song—"Star Spangled Banner."
2. THE PRESIDENT—
   Proposed by the CHAIRMAN.
   Song—"Hail Columbia."
3. THE EMPEROR OF CHINA.
4. THE MEMORY OF WASHINGTON.
   (*Drunk in Silence.*)
   Proposed by the CHAIRMAN.
5. THE MEMORY OF THE SIGNERS OF THE DECLARATION OF INDEPENDENCE.
6. THE CONSTITUTION AND THE UNION.
7. THE ARMY AND NAVY—
   Song—"The Red, White and Blue."
8. OUR SISTER REPUBLICS—
   Song—"Get out of Mexico."
9. OUR PILGRIM FATHERS—
   Song—"The Pilgrim's Legacy."
10. COMMERCE, AGRICULTURE & MANUFACTURES—
    Song—"Uncle Sam's Farm."
11. THE UNIVERSAL YANKEE NATION.
    (*Present Company included.*)
    Song—"Yankee Doodle."
12. THE LADIES.—
13. OUR FRIENDS ABROAD—
    Song—"Star Spangled Banner."

The "Plymouth Rock" will leave the Wharf adjoining the Consulate General at 9 A.M. precisely, returning at 6 P.M.

All American citizens resident at or sojourning in Shanghai, are hereby invited to participate in the festivities of the day. Those who contemplate joining in the exercises on the excursion are requested to be on board the "Plymouth Rock," at 9 A.M., without further notice.

By order of the Committee of Arrangement,

JOHN C. MYERS,
Chairman.

Kelly & Walsh, Printers.

1776. 1876.

KWANG SE, 2ND YEAR.

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OF THE

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THE STAR-SPANGLED BANNER.

O! say can you see by the dawn's early light,
What so proudly we hail'd at the twilight's last gleaming:
Whose broad stripes and bright stars through the perilous fight,
O'er the ramparts we watched were so gallantly streaming;
And the rocket's red glare, the bombs bursting in air,
Gave proof through the night that our flag was still there.
O! say, does the star-spangled banner still wave
O'er the land of the free and the home of the brave? } *Repeat.*

On the shore, dimly seen through the mist of the deep,
Where the foe's haughty host in dread silence reposes,
What is that which the breeze, o'er the towering steep,
As it fitfully blows, half conceals, half discloses?
Now it catches the gleam of the morning's first beam,
In full glory reflected now shines on the stream;
'Tis the star-spangled banner, O! long may it wave
O'er the land of the free and the home of the brave! } *Repeat.*

And where is the band who so vauntingly swore
That the havoc of war and the battle's confusion,
A home and a country should leave us no more?
Their blood has washed out their foul footsteps' pollution.
No refuge could save the hireling and slave
From the terror of flight or the gloom of the grave,
And the star-spangled banner in triumph doth wave
O'er the land of the free and the home of the brave. } *Repeat.*

O! thus be it ever when freeman shall stand
Between their loved homes and the war's desolation;
Bless'd with victory and peace, may the Heaven-rescued land,
Praise the power that has made and preserved us a nation!
Then conquer we must, when our cause it is just,
And this be our motto—"In God is our trust."
And the star-spangled banner in triumph shall wave
O'er the land of the free and the home of the brave. } *Repeat.*

HAIL COLUMBIA.

Hail, Columbia, happy land,
Hail, ye heroes! heaven-born band,
Who fought and bled in freedom's cause,
Who fought and bled in freedom's cause,
And when the storm of war had gone,
Enjoyed the peace your valor won.
Let independence be your boast,
Ever mindful what it cost,
Ever grateful for the prize,
Let its altars reach the skies,
Firm united let us be
Rallying round our liberty,
As a band of brothers joined
Peace and safety we shall find.

Immortal Patriots, rise once more!
Defend our rights, defend our shore;
Let no rude foe with impious hand,
Let no rude foe with impious hand,
Invade the shrine where sacred lies
Of toil and blood the well-earned prize;
While offering peace sincere and just
In heaven we place a manly trust,
That truth and justice may prevail,
And every scheme of bondage fail:
Firm united let us be, &c.

Sound, sound the trump of fame!
Let WASHINGTON'S great name
Ring through the world with loud applause,
Ring through the world with loud applause!
Let every clime to freedom dear
Listen with a joyful ear:
With equal skill, with steady power,
He governs in the fearful hour
Of horrid war, or guides with ease
The happier time of honest peace.
Firm united let us be, &c.

THE RED, WHITE AND BLUE!

O Columbia! the gem of the ocean,
The home of the brave and the free,
The shrine of each patriot's devotion,
A world offers homage to thee.
Thy mandates make heroes assemble,
When Liberty's form stands in view,
Thy banners make tyranny tremble,
When borne by the red, white and blue.

CHORUS.

When war winged its wide desolation
And threatened the land to deform,
The ark, then, of freedom's foundation,
Columbia! rode safe through the storm;
With her garlands of victory around her
When so proudly she bore her brave crew,
With her flag proudly floating before her,
The boast of the red, white and blue.

CHORUS.

The wine-cup, the wine-cup bring hither,
And fill you it true to the brim;
May the wreaths they have won never wither
Nor the star of their glory grow dim;
May the service united ne'er sever,
But they to their colors prove true;
The Army and Navy forever!
Three cheers for the red, white and blue!

CHORUS.

YANKEE DOODLE.

Once on a time old Johnny Bull flew in a raging fury,
And swore that Jonathan should have no trials, Sir, by jury:
That no elections should be held across the briny waters:
And now said he "I'll tax the TEA of all his sons and daughters."
Then down he sate in burly state, and blustered like a grandee,
And in derision made a tune called "Yankee doodle dandy."
"Yankee doodle"—these are facts—"Yankee doodle dandy:
My son of wax, your tea I'll tax: you—Yankee doodle dandy."

John sent the tea from o'er the sea, with heavy duties rated;
But whether Hyson or Bohea I never heard it stated.
Then Jonathan to pout began—he laid a strong embargo—
"I'll drink no TEA, by Jove," so he threw overboard the cargo.
Then Johnny sent a regiment, big words and looks to bandy,
Whose martial band, when near the land, played "Yankee doodle dandy,"
"Yankee doodle"—keep it up, "Yankee doodle dandy—
I'll poison with a tax your cup; *you*—Yankee doodle dandy."

A long war then they had, in which John was at last defeated,
And "Yankee doodle" was the march to which his troops retreated;
Cute Jonathan, to see them fly, could not restrain his laughter;
"That tune," said he, "suits to a *T*. I'll sing it ever after."
Old Johnny's face, to his disgrace, was flushed with beer & brandy,
E'en while he swore to sing no more this "Yankee doodle dandy."
"Yankee doodle"—ho, ha, he—"Yankee doodle dandy,"
We kept the tune, but not the tea—"Yankee doodle dandy."

I've told you now the origin of this most lively ditty,
Which Johnny Bull dislikes as "dull and stupid"—what a pity!
With "Hail Columbia" it is sung, in chorus full and hearty—
On land and main we breathe the strain John made for his tea party.
No matter how we rhyme the words the music speaks them handy,
And where's the fair can't sing the air of "Yankee doodle dandy!"
"Yankee doodle firm and true—Yankee doodle dandy—
Yankee doodle doodle doo, Yankee doodle dandy."

Kelly & Walsh, Printers.

CENTENNIAL ANNIVERSARY OF THE U. S. OF AMERICA.

(From the "North-China Herald and S. C. & C. Gazette," 8th July, 1876.)

Tuesday, the 4th July, being the hundredth anniversary of the independence of the United States of America, was a day of rejoicing among Americans, both at home and abroad. In Shanghai, the day was celebrated by the citizens resident here, in a marked manner. All business was suspended, and the time devoted to gaiety and enjoyment and the interchange of courtesies and congratulations. The committee of arrangements issued an excellent programme, and the way in which it was carried out by the indefatigable Marshal and his assistants, tended greatly to promote the general gratification.

The day was ushered in by the firing at sunrise of two salutes of 100 guns each —one at the Consulate-General, and the other, by direction of the Committee, at Endicott's Garden. The Taotai also ordered the Chinese gun-vessel *Pluto* to be moored off the Consulate, and fire a salute in honour of the day. This part of the proceedings was, however, marred by a shocking accident. One of the guns used was an old English cast-iron 24-pounder, the vent of which is said to have been so worn, as to be too large to be covered by the thumb of the man whose duty it was to serve it. The consequence was that in ramming home a charge, the powder exploded, blowing off the man's thumb and parts of two or three fingers, besides otherwise injuring him; while another of the crew engaged in ramming, was blown overboard. In the case of the man whose hand was injured, it has been found necessary to amputate the arm. The body of the other unfortunate has not yet been recovered from the river.

As the morning wore on, Hongkew began to look very gay, flags and streamers being displayed from house tops and windows, in nearly all directions; the river also presenting a very pretty sight, all the yachts anchored at the mouth of the Soochow Creek, and nearly all the ships and steamers in sight being dressed from truck to deck; indeed such a general display of bunting has never before been seen at one time in this Settlement. The British ships were, however, unable to join in the demonstration, owing to there being no American man-of-war in port, with which to interchange the customary Naval etiquette.

Between eight and ten o'clock, the vicinity of the Consulate-General was thronged with visitors, both foreign and Chinese. The Taotai, the Chehsien, and other officials from the native city, accompanied by Mr. Tong King-sing and Hsieh, the Mixed Court Magistrate, came in state to offer their congratulations to the Consul-General, and were entertained with wine and cigars. Their visit was somewhat prolonged, and they seemed to enjoy the proceedings greatly.

In order to meet the wishes of a considerable number of citizens, who were desirous of an excursion down the river, the Committee engaged the steamer *Fire Queen* for the day, and shortly after ten o'clock she steamed down from Kin-lee-yuen to a pontoon near the Consulate-General, ready to embark the excursionists. She was profusely decorated with flags, the stars and stripes of course predominating, one large ensign being fixed to the walking beam, the motion of which caused it to wave to and fro throughout the day, producing a novel effect. About two hundred persons, including about a score of ladies, several of whom wore streamers of red, white and blue, joined in the excursion; and to the air "Hail Columbia," played by a band under the conductorship of M. Remusat, the vessel slowly steamed away, amid the cheers of a large concourse of people who lined the shore, and the firing of crackers and bombs, the cheering being returned by those on board. Determined to make the excursion one of unalloyed enjoyment, so far as they were concerned, the Committee had provided a supply of champagne and other good things, which really seemed as inexhaustible as the wizard's famous bottle. It is needless to say that the utmost hilarity prevailed in that portion of the ship declared sacred to Bacchus, where a sort of bar had been improvised, at which, however, the customers freely helped themselves without fear of check or chit.

On nearing the ships of H.B.M.'s detached squadron, the word was given to salute in the usual way by dipping the ensign, the band to play "God save the Queen" until the squadron was passed. Each of the British ships responded by dipping her ensign, their bands playing "Hail Columbia." Shortly afterwards, the French mail steamer *Djemnah* was observed to be coming up the river, having been unable to cross the bar earlier. Similar courtesies were exchanged with her, the band now playing the "Marseillaise;" and thus concluded one of the most interesting incidents of the day. Precisely at twelve o'clock, the company adjourned to the saloon, to hear the Declaration of Independence read, the interest taken in which was much increased by the exhibition of an engraving, lent by Mr. Blethen, representing the scene at the moment of signing the famous document. All the figures are said to be undoubted portraits, and the value of the picture is further enhanced by the fact that it is surrounded by a fac simile of the original document, with its interlineations and erasures. It was an object of much regard to all present.

The CONSUL-GENERAL, the Hon. J. C. Myers, having taken his stand immediately under the engraving, said—We are assembled here, on this auspicious occasion, to listen to the reading of the Declaration of Independence, and I now call upon my friend, Mr. Bradford, to come forward and read it.

Mr. BRADFORD, then, amid profound silence read the Declaration, and at the close, there was a murmur of applause.

The CONSUL-GENERAL next rose, and delivered the following oration:— The American citizens resident in Shanghai have assembled this day at the United States Consulate-General, by previous general invitation, for the purpose of observing the Centennial Anniversary of American Independence. They have kindly invited me to participate in their proceedings, which I accept with thanks. I have also been requested by them to deliver an address on the occasion; I presume I will not be left alone in the matter of addresses,

but hope that many of my friends around me will supply what I may omit, and thus contribute more than I perhaps may be able to do, towards the commemoration of an event so pleasant to us all, as American citizens. The event we celebrate or observe to-day, the hundredth anniversary of American Independence, is certainly of such importance as to entitle it to commemoration even here in China; and to all Americans, wherever they may be, the day we celebrate is intensely suggestive to us as offering to our contemplation the birth, the growth, and the prosperity of a government founded upon Republican ideas. I am happy to congratulate you, far as we are from our homes and associations, that still when we behold the honored flag of our country carried proudly at the peak on every sea, we are compensated greatly for the deprivation. The Centennial of our national independence is no common event. It is the natal day of the youngest nation of modern times, and at the same time that of one ranking with the most powerful of the older nations of the world. The beneficence of a kind Providence pervades the history of the American Union; and while it is a State without a King, and is in possession of a Church without a Bishop, the people have nevertheless been crowned with the full fruition of national happiness and universal prosperity. It is a demonstration that neither of them is essential in the administration of a Republican Government. The judgment, as well as the experience, of a century records on the pages of impartial history the evidence of its triumphant success and enduring stability; and while we may regard the Church with reverence and affection as the cradle of humanity, and our faith in holiness as the fountain of every blessing, we still cannot recognize her forms as an element of a government established upon the principle of civil and religious liberty and freedom of conscience. And in this essential principle of a State without a Church, we may class that other still greater ingredient of modern Republicanism as contra-distinguished from that of the Greeks and Romans, the liberty of the Press and freedom of speech. These did not exist in any degree previously, and must, therefore, be regarded as among the most valued achievements of our country. Every citizen enjoys the right to speak, write, and print his opinions upon any subject whatsoever, without any prior restraint, and to publish what is true, with good motives and for justifiable ends. And now, under the impetus of civil and religious liberty, which seems to have been coeval with the existence of the colonies, even as early as 1752, culminating in 1774, in a general association or confederation, the foundations of our independence and glory were permanently laid. We find at this time that many distinguished men of England acknowledged the worth and stability of the principles so freely and firmly proclaimed; and among them we point to the utterances of that acute and enlightened publicist, Dr. Adam Smith, whose name is reverenced in America more perhaps than that of any other Englishman, and his prophetic words were as true one century and a quarter ago as they are now, and will be true for all time to come:—

"They are very weak who flatter themselves that in the state to which things have come, our colonies will be conquered by force alone. The people who now govern the resolutions of what they call their Continental Congress, feel in themselves, at this moment, a degree of importance which, perhaps, the greatest subjects in Europe scarce feel. From shop-keepers, tradesmen, and attorneys, they are become statesmen and legislators, and are employed in contriving a new form of government for an extensive Empire, which they flatter themselves will become, and which, indeed, seems very likely to become, one of the greatest and most formidable that ever was in the world. Five hundred different people, perhaps, who in different ways act immediately under the Continental Congress; and five hundred thousand, perhaps, who act under the five hundred, all feel in the same manner, a proportionable rise in their own importance. Almost every individual in the governing party in America feels at present, in his own fancy, a station superior, not only to what he had ever filled before, but to what he ever expected to fill, and unless some other object of ambition is presented, either to him or to his leaders, if he has the ordinary spirit of a man, he will die in defence of that station." And is it not worthy of remark that a people thus constituted in their infancy, and struggling heroically through a long period with the obstacles of nature, in a wild, almost inhospitable, country, filled with savages whose known mode of warfare was unsparing of age, sex, and condition, should have attained a degree of refinement, of polish, and education in the accomplishments of civilized life such as even at that day commanded the respect, nay the admiration of the scholars and statesmen of the mother country, as well as that of the other enlightened nations of Europe; and this pre-eminence has steadily increased in lustre with the advance of time. We must not, if we would, either forget or neglect the influx of peoples from all nationalities upon American soil, from the earliest settlement of America until the present period, who have all been welcomed to our hospitalities, to the enjoyment of equal rights, to participate in our wealth and prosperity, civil, religious, and political, and these now constitute the state. These have achieved the rank we fill among the great powers of the Earth. And thus, founded for one century, we may hope the certain destiny that for the coming ages, the United States will have increased in the esteem of mankind in the same ratio as in the past. The peace achieved by our armies in 1783 found the then thirteen colonies organized in separate communities, existing under the various local charters granted to the earliest settlements by the kings of Great Britain. These communities were separate, independent, jealous, state sovereignties. But a people who had shown themselves brave, enduring and noble in war, had also become wise, sagacious, and generous. They were not long in providing a form of general government, of which, prominent above all other provisions, was the recognition of the sovereignty of the people. It was an elective democracy under constitutional limitations, such as exist at the present time under the organic law. Under these wise provisions the Revolutionary army was disbanded, the arts, and pleasures of peace were resumed, and prosperity and happiness reigned throughout the land. An eight years' war had disciplined and chastened the minds of the people. The results of the war and victory, still more exhibited the moral power of the masses, a feature of character inherited from our ancestors of the mother country; they had never in the fierce struggle forgotten either their origin or the duty they were called upon to perform. They at once became a nation, and the nation was speedily recognized as such by all the great powers of Europe; our flag was unfurled on every sea. The heroes of the war became, if I may so speak, the armed warriors of peace, their

weapons were the ploughshare and the pruning hook; the glistening sword was at once converted into the not less glittering and effective pen, and, with undaunted perseverence, onward was the march of Empire, liberty, virtue and independence. We cannot well pass over these brief allusions to this eventful period, without recalling to memory the name of George Washington, the leader of our armies, the hero, the statesman, the Cincinnatus of his age and country, the First President of the United States, who, in the language of his time, was—"First "in War, First in Peace, and First in the "Hearts of his Countrymen!" Nor can we overlook the name of Benjamin Franklin, the statesman, the philosopher, the diplomatist, author, soldier, the printer and Æsop of America. We cannot forget those of John Hancock, the merchant prince; Robert Morris, the astute and self sacrificing banker; of Henry Laurens, the invincible and unterrified diplomat; of Patrick Henry, the Demosthenes of the period; of Thomas Paine, the author of "the Crisis", and "Common Sense;" of Peter Muhlenburg, the Speaker of Congress, who thought there was "a time to preach and a time to fight;" of Ethan Allen, who, with a handful of intrepid soldiers, and matchless courage, demanded—"Surrender, in the name of the Great Jehovah and the Continental Congress;" of Witherspoon, the eloquent Minister; of Thomas Jefferson; of Charles Carroll, of Carrolton; the Adams,' and a host of immortal men who dignify and adorn history, and live forever in the hearts of the American people. I cannot dwell longer on this list of heroes, the memory of whom we cherish to day. But in contemplating their deeds, we are inspired to dedicate ourselves to the perpetuation of the blessings bequeathed to us—of imitating their example in all the virtues of manhood, patriotism, and courage. When we behold the nations of the Earth assembled around the Altar of Liberty at Philadelphia, where freedom was proclaimed by these men, throughout the World and unto all the inhabitants thereof, for the second time, we may well be silent in such a presence. What pen can describe that assemblage in its grandeur, or who can estimate its beneficial effects upon the future? Is it not the harbinger of universal peace with all peoples and nations? It cannot be viewed in any other light than as constituting a new and sacred pledge of the brotherhood of nations, of the attainments of science and art, of the advancement of commerce in generous increase and friendly rivalry, of perfection in manufactures and agriculture; and thus for another century at least we shall fulfil the destiny which invites us to the consummation of our most exalted aspirations.

The address was received with loud applause.

The company then separated until, at a little after one o'clock, the bell rang for tiffin. This was served on the cargo deck, three rows of tables being laid for upwards of two hundred guests, the catering being admirable. The menu was as follows:—

Soup.

Julienne.

Pâté de Foie Gras. Chicken and Ham Pie.
Veal Pie. Capon.
Roast Beef. Corned Beef. Tongue.
Saddle of Mutton.
Truffled Turkey. Truffled Ham.
Mayonnaise. Salades. Cheese, &c.

Dessert.

Stewed Prunes. Blanc-Manger.
Biscuits. Jellies, &c.

Fruits.

Peaches. Apricots. Almonds. Raisins, &c.

Ice Cream.

Tea and Coffee.

Reasonable time having been allowed for the discussion of the good things, an adjournment was again made to the saloon, and the company being seated,

The CONSUL-GENERAL said—The committee of arrangements have prepared a programme of toasts, which I now, therefore, propose to honour. The first toast is "The day we celebrate."

Song—"The Star-spangled Banner."

The CONSUL-GENERAL next gave "The President."

Song—"Hail Columbia."

The CONSUL-GENERAL next proposed—"The Emperor of China;" and then asked the company to rise. All having stood up, he then proposed, "The memory of Washington;" this being immediately followed with, "The memory of the signers of the Declaration of Independence," and "The Constitution and the Union." In connection with the latter toast, the Consul-General said he took the privilege and pleasure of calling upon his distinguished friend, Mr. Eames, a gentleman learned in the law, to respond.

Mr. EAMES said he had been so unexpectedly called to respond to the toast, that they must not expect him to say a great deal in regard to it. He did not expect, in fact, to be called upon to say anything. As an American, he was pleased, however, to have the opportunity of saying something, if not much, with respect to the Constitution. As to that, he remembered the time when Americans looked upon the Constitution as almost as sacred as the Bible, and when the language of Wendell Philips, stigmatizing the Constitution as a "compact with death and an agreement with Hell," made our blood run cold; but it had been tinkered and amended until its sanctity was almost at an end; but still, he thought, even if this one should go to ruin, another would, Phœnix-like, arise on its ashes. In the years from 1860 to 1865, it had been subjected to a very severe strain, and it was then seen that some changes were necessary to be made in it. As to the Union itself, he thought that was now secured, and though he spoke with some little diffidence, he believed the hydra-headed monster, States Rights, which had before been sentenced, was now killed; and although they continued to hear the mutterings of a storm from the same quarter, he trusted that nothing would come of them. But as he had just said, he believed the Union was secured. He had seen the time when the people arising, had thrown politicians overboard for the good of the State, and some such thing would be done now. At all events, the Union was secured for the present, and he hoped it would continue for another 100 years. He had taken up more time than he intended, and hoped that this toast, "The Constitution and the Union," would be a standing toast for ages to come.

The CONSUL-GENERAL then interpolated a toast, prefacing it by saying that the first railway in China having just been opened, he hoped they would all join with him in wishing it success. He therefore gave them, "The first railway in China." (Applause.) With scarcely any interval, he also gave "The United States, China, and Japan," a trinity of nations, between whom he hoped that peace, commerce, and prosperity would last for ever. (Applause.)

Mr. TONG-KING SING, who was received with much applause, rose to respond, which he did in very good English. He thanked

them for the way in which they had received the name of his country. He also thanked them on behalf of the people of China, and felt it to be his duty to say a few words in reply. He said, a few words, because he did not feel himself able to make a long speech. They must all agree with him that they were met there to celebrate a great event—the Centennial of the United States. Such an opportunity for celebration did not occur very often, and only a small proportion, if any, of those now living in the world, would live to enjoy the honour of such a day again. He did not think that even his youngest friend present, unless he lived to be nearly as old as Old Parr, would have the same honour again. It was a day "you Yankees"—(laughter)—had a perfect right to celebrate. Look at your country—what was she 100 years ago? Compare what she was then, with what she is to-day. And who had wrought the change? The people themselves. They had transformed wildernesses into cultivated fields and gardens. They had made farms where there were none before; they had made shallow creeks into navigable rivers, and driven roads for communication everywhere. The constitution under which they lived, showed the nation would go on and prosper. Look at the development of her commerce. America supplied most of the nations of the earth with food—from her rich earth she supplied them with the corn they were all so eager to get. Again, look at the railways she had constructed. They amount to 70,000 miles in length; and all this has been done in less than 100 years. But while he could speak of America in that way, and was unable to allude to such progress in his own country, he had no right to be jealous. The statesmen of China were nearly all old men, and even such a change as that caused by the introduction of the Woosung road, was too quick and sudden for them. They said, "Be slow; go slow; and make sure." There was another thing in regard to America and China, to which he would allude. America did not like to quarrel with any other nation. She had quarrelled with others, but she certainly had never quarrelled with China. By late accounts, there did seem to be some ill-feeling among certain of the lower classes towards the Chinese; but he hoped they would see even such examples as those set right. In conclusion, he hoped that peace and concord would long continue to exist between the United States, China, and Japan. (Loud applause.)

The CONSUL-GENERAL next gave in succession, "Our Sister Republics," "Our Pilgrim Fathers," "Our absent friends," and "Our Union for ever."

Dr. SALTER responded to the latter toast, and briefly traced the history of the rise and progress of the American nation from the commencement of the struggle with Great Britain, and he also glanced at the impetus received from the emigration resulting from the sanguinary events attending the French Revolution. In conclusion, he urged, as a fitting thing to do on such an occasion as this, that a petition should be presented to the President for the release of Stoddard, now languishing in prison.

The CONSUL-GENERAL now proposed, "The Army and Navy," and expressed the obligations the nation was under to the gallant tars and soldiers, on the different occasions when their services had been required in war. They were all conversant with the gallant deeds of that great sea-captain, Paul Jones, who was the first American sailor to carry his flag up the Thames. Then, again, there was Laurence, who said, "Don't give up the ship," and others whom they all remembered. And they had not forgotten either, that gallant seafight on the coast of England, between the *Kearsarge* and *Alabama*, which put an end to the Confederate power by sea. He, therefore, proposed, "The Army and Navy," but hoped their services in war would never again be wanted.

Song—"The Red, White and Blue."

The CONSUL-GENERAL next proposed, "Commerce, agriculture, and manufactures." The eagle eyes of the American merchant princes were ever ready to take advantage of opportunity, and carry the commerce of the United States to every part of the earth. He called upon Mr. Twombly to respond.

Mr. TWOMBLY declined, on the ground of unpreparedness, as was understood.

The CONSUL-GENERAL then proposed "Music, harmony, and eloquence; such as they were enjoying that day.

Mr. BLETHEN, who was called upon to respond, also declined, on the ground of being unprepared.

The other toasts proposed were "The Ladies," and "Our friends abroad."

Song—"The Star-spangled banner."

All the above toasts were simply proposed, and not drank in the ordinary manner. Whether the absence of wine, &c., was an oversight, was not explained; but it can scarcely be the custom of our American cousins to take their toasts dry, and abjure sack.

The remainder of the homeward trip was devoted to singing, nearly all present joining in the choruses. Kin-lee-yuen was reached at about 6.30, and the party landed, amid expressions of approval of the enjoyable nature of the day's excursion.

A reception to which the public generally were invited, in the evening, at the American Consulate, was largely attended; and nearly the whole foreign community, to say nothing of thousands of Chinese, appeared to be congregated on the Bund and in the adjoining compound of Messrs. Olyphant's private residence, to watch the illuminations. The whole line of Bund from the Soochow Creek Bridge to the Consulate was hung with Chinese lanterns; Mr. Saunders' compound was also illuminated, and both it and the Astor House were illuminated at intervals by coloured fires, manufactured by Messrs. Churton & Co. Lanterns were also hung on boats in the river, and rockets were fired from them at frequent intervals. The compound adjoining the Consulate was profusely illuminated, and a continuous stream of fireworks was going on there throughout the evening. Messrs. Russell and Co.'s hong on the English Bund and the front of Mr. Rice's offices were also brilliantly illuminated; a large device of lanterns in the form of an A, arranged on the flagstaff in the Kechong compound, having a very pretty effect.

The weather was delightful; and with the exception of the accident on board the *Pluto*, nothing occurred to mar the festivity.

Mr. Clement

Secretary

Myers — No. 16 Dated 31st July, 87

Subject

Official discourtesy of Mr Henderson,
Consul at Amoy

...er an examination it appears to me that
...hat something more than a reprimand
... required in the case of a public officer
...ho repeatedly uses disrespectful language
...his superior as Mr Henderson has
...one.

W Hunter,
Second Asst Secy

No. 16.

ack. Nov. 27. ✓
Mr. Henderson of same date

United States Consulate General,
at Shanghai.

Mr. Myers

to the

Department of State.

Subject,
Mr. Henderson's official discourtesy.

Abstract,
Calls attention to the fact that the Dept. has already (in its No. 42.) reproved Mr. Henderson for unbecoming language used in his No. 76 to Mr. Seward. States that the offence has been repeated in Mr. Henderson's No. 89 and asks the Dept. to issue instructions to prevent a repetition.

No. 16.

United States Consulate General,
Shanghai, 31st July 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington,

Sir,

I have the honor to own the receipt of the Departments' instruction No. 509, addressed to the Vice Consul General.

On the 17th of May Mr. Bradford requested Mr. Henderson to give to him the information sought by the Department addressing him dispatch No. 193, copy inclosed. On the 15th inst. I received Mr. Hendersons response No. 89 copy inclosed, which I understand to be his refusal to meet an instruction of the Department transmitted through this office.

The Department has already reproved Mr. Henderson in its No. 42 for unbecoming language used in his No. 76 to Mr. Seward. Yet in view of that admonition and experience Mr. Henderson again addresses this office, his No. 89, the spirit and letter of which I think not only exceeds official courtesy, but is in

in its relation to the Department, as well as to this Consulate General, subversive of authority.

I would be glad if the Department would deem the occasion appropriate to so instruct Mr. Henderson that a recurrence of such communications from him to this office may be avoided. I submit these facts to you without further comment.

I have the honor to be
Sir,
Your obedient servant.
John C. Myers
Consul General,

Inclosures.
1. Mr. Bradford to Mr. Henderson May 17. 1876
2. " Henderson " " Bradford June 1. "

No. 193. Copy.

U. S. Consulate General,
Shanghai, May 17th 1876.

J. J. Henderson, Esqr.
U. S. Consul,
Amoy.

Sir,

Reverting to the subject of my dispatches to your No's. 185 and 190, upon which I have received an instruction from the Department, I have now the honor to request that you will inform me the exact date of your departure from your post, and of the approval of Mr. Stevens official bond, as Vice Consul.

Please add the date of your return to your post from Japan via. Hongkong, which I think was in February or March last.

I am Sir,
Your obedient servant,
(Signed) O. B. Bradford,
Vice Consul General.

No. 89.

United States Consulate,
Amoy, June 1st 1876.

O. B. Bradford, Esqr.
Vice Consul General.
Shanghai.

Sir,

In reply to your No. 193 I beg to say that I have already reported to the Departments of State and Treasury all necessary facts concerning the absorbing question of my recent absence; and I have received no instructions from the Department of State to make another report to you.

I am Sir,
Your obedient servant,
Sgd) J. J. Henderson,
Consul.

Tape with Mr. Hunter's memo but it is a question for the Secretary on his return to Rome. C. Oct 2

To Kept for the return of Mr. Cadwalader.

REPORT

Sept. 11th 1876.

Mr. Henderson Nov. 27/76

Mr. Henderson, Consul at Aarau, in his No. 77 of 27 July 1875, asked for six months leave of absence. He was informed, under date of October 7 that his application had not received the approval of the Consul General and the Department was unwilling to forego that requirement.

The Consul General transmitted with his No. 978 of Sept. 20, a copy of a letter from Mr. Henderson to him of August 23, (which is an acknowledgment of the Consul General's letter declining to approve his application and containing a Physicians certificate of his ill health) in which he says "I will take occasion to express the hope that the Dept. will consider your approval a bit of red tape that may be dispensed with in this case".

On the receipt of this communication the Dept. addressed Mr. Henderson (Nov. 13) granting him the six months leave of absence asked for. The following is an extract from the Instruction: In transmitting this leave

REPORT

your attention is called to your correspondence with the Consul General, who, in the performance of a simple act of official duty, seems to have incurred your displeasure, as is apparent from your despatch to him, the tone of which is deemed to exceed the limits of official courtesy, and is disapproved by the Department. It is hoped that with improvement of your health, there will be a corresponding increase in your estimate of the value of that civility which should always be observed in official intercourse.

On the same day that the foregoing instruction was addressed to Mr. Henderson, he addressed the Dept in anticipation of a non-compliance with his request for six months leave, asking for two months for the purpose of visiting Canton. This request was granted Janry. 12, 1894. to be availed of between Feby. 10 and August 10. He did not wait for a reply but left Peking on the 10th of December — following his application. His absence from his post before receiving the sanction of

REPORT

the Dept. was reported by both the Minister and the Vice Consul General. On his return, in Feby., he acknowledged the Dept's Instruction granting him six months leave and referred to its rebuke for his discourtesy to the Consul General. He says, "I am not always able, when influenced by such feeling, as moved me when that note was written, to command that perfect equanimity of temper and gentleness of speech that disposes one to clothe unbittered thoughts with a beggar coat".

After that despatch was written and before its reception here, an Instruction was sent to Mr. Bradford (U.S.G.) concurring upon the absence of Mr. Henderson as being in violation of the Consular Regulations, and requesting him to ascertain and report the exact date of his departure from his post and of the approval of the bond of Mr. Stevens, the Vice Consul.

In accordance with that Instruction Mr. Bradford called upon Mr. Henderson for a report as above, and

received this very discourteous reply.
I have already reported to the Departments
of State and Treasury all necessary facts
concerning the absorbing question of
my recent absence, and I have received
no instructions from the Department of
State to make another report to you."

It is proper to state that Mr.
Stevens was placed in charge of the
Consulate during the two months absence
of Mr. Henderson, without his having
received a new bond as was expressly re-
quired of him in reply to the dispatch
making the nomination. He left his
post before the nomination was even
received here. He says he did not think
that a new bond was required of Mr.
Stevens, as he was the Vice Consul when
he(K) took the office.

Respectfully submitted,

A. A. Clement

In Mrs 5
ack Oct 21

DEPARTMENT OF STATE
SEP 5 1916

No. 17.

United States Consulate General,
at Shanghai.

Mr. Meyers,

to the

Department of State.

Subject.

Acknowledging receipt of Departments' No. 519.

No. 17.

United States Consulate General.
Shanghai, 1st August 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

I have had the honor to receive your No. 519 and will give my attention to the matter therein referred to.

I am
Sir,
Your obedient servant.

John C. Myers
Consul General.

Mr. Wood

No. 18.

Ack Oct 21

DEPARTMENT OF STATE
RECEIVED
SEP
18 76

United States Consulate General,
at Shanghai.

Mr. Myers,

to the

Department of State.

Subject.

Suicide at sea of the master of the American barque "P. J. Carleton."

Abstract.

Forwards affidavits by the Chief Officer and steward detailing the particulars of the suicide at sea on the 11th of March 1876 of George H. Carleton, master of the above named vessel, which has arrived at Shanghai in charge of the Chief Officer.

No. 18.

United States Consulate General,
Shanghai, 1st August 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

I have the honor to inform you that upon the arrival at this port from New York of the American barque "P. J. Carleton" of Camden, Maine. Mr. Isaac H. Porter the acting master, reported to me the death by suicide on the 11th day of March of George H. Carleton the master of the said vessel. Mr. Porter who left New York as the chief officer brought the vessel to this port. On the 31st of July he was relieved of his duty as acting master by Captain J. A. Amsbury who the owners Messrs Carleton Norwood & Co. of Camden, Maine had sent to take the place of Captain Carleton.

I inclose the depositions of Mr. Porter and of Peter S Abbie, the steward of the vessel, detailing the circumstances attending the death of Captain Carleton. I am Sir,

Your obedient servant,
John C. Myers
Consul General.

Inclosures

Inclosures,

1. Affidavit of Isaac H. Porter.

2. " " Peter C. Abbie.

U.S. Consulate General,
Shanghai, July 24th 1876.

Isaac H. Porter appeared and being sworn deposed:

I am an American citizen, resident in Portsmouth N.H. I am a mariner by profession. I joined the American barque "P. J. Carleton" of Camden, Maine at Newyork in February 1876, as chief officer. Capt. Geo. H. Carleton was the master, and according to the Register was a part owner of the said vessel. We sailed from Newyork on the 3d day of March, 1876 bound direct to Shanghai, China. About the 10th day of March the Steward Peter C. Abbie, told me that I had better watch Capt. Carleton as he thought he intended to do himself some harm, as Capt. Carleton had been acting very strangely. I told the Steward to look out for him by day, and I would do so at night. Captain Carleton appeared to me to be perfectly sane. On the 9th or 10th day of March Captain Carleton told me that his brain was on fire, and that he required opium

to

to settle his nerves. He asked me to board a vessel in sight, in a half gale of wind, to ask for opium, I could not do so, as no boat could have lived in the sea then running. On the eleventh day of March, about three o'clock P.M. Capt. Carleton told me to have a box made for him, as he had got to die, and that he would be dead before the next morning. I did not know what he meant, but concluded to watch him carefully. He then went into the after cabin. At about 5.30 of the same day I was sitting down to supper, when I heard a click in the after cabin, and I told the Steward to see what it was, as he stood near the cabin door. I then heard the report of a shot. I at once went into the after cabin, and found Capt. Carleton lying on the floor. A big "Colts Navy Revolver" was lying near him, with one barrel there of lately discharged. I found a wound in the right temple, and one in the left, evidently made by a pistol ball. He was speechless and bleeding profusely. I had him put on the sofa, but before this,

this, life was extinct. I saw a mark on the window sill where the ball had evidently struck after going through his head. The next day the ball was found on the floor. I put the body in a box, and preserved it in salt as well as I could putting several coats of paint and canvass over it. I intended to bring it on to Shanghai. I put it under one of the boats forward, but I soon found it became offensive. All my endeavors were in vain to preserve it, and on the 16th of May 1876, in Lat. 40.45. S. Long. 16.06. E. I buried the remains in the sea. The service was read over the remains the day we put it on the forward house.

I took charge of the ship on the night of the 11th of March, making John Thorpe 2d Officer - Mate: and John Johnson A.B. I made 2d. Mate. We arrived in the Ship at Shanghai on the 23d day of July 1876.

I wrote a letter detailing the sad occurrence to Messrs Carleton Norwood & Co. of Camden, Maine, and sent it by the British

British ship "Her Royal Highness" bound to Falmouth. This was on the 6th day of April 1876.

I had all poison moved from the Medicine Chest, and took a rifle from the Captain's cabin. I knew he had a revolver which he kept locked up in a drawer, the key of which he ~~kept locked up in a drawer~~ had in his pants pocket. I tried to induce him to take his pants off, but all to no effect, and from what I knew or saw I was not justified in forcibly getting the key from him. He said he had a rifle and watch which he wanted his boy to have, and asked me to have them and his effects sealed up and taken back to the United States. I have put up all Capt. Carleton's effects, and sealed them, and they are on board,

Mr. P. J. Carleton, one of the owners of the vessel, and brother of deceased, told me before sailing, that in case anything happened to his brother, Capt. George H. Carleton on the voyage, I was to take command of the ship, and bring her back to the U. S.

(Sgd) J. H. Porter.

Sworn to before me at at Shanghai July 24th 1876.
(Sgd) O.B. Bradford.
Dy. Consul General.

Copy.

U.S. Consulate General,
Shanghai, July 25th 1876.

On this day appeared Peter C. Abbie who being sworn deposed.

I am steward of the American barque "P. J. Carleton", of Camden, Maine,

I have read the written statement of Isaac H. Porter, and hereby confirm that statement, so far as I am connected therewith.

I had been watching Captain Carleton for some three days previous to his decease. I tried to take his pistol from him, but he refused to let me have it. When Mr. Porter told me to go to the after cabin at the time he heard the click of a pistol, I went, and saw Capt. Carleton standing in the door of his room facing towards the cabin. He smiled at me and said, "too late, steward too late." I heard a shot, and saw him fall on the floor. I could not see the pistol in his right hand, as it was obscured by the partition. Capt. Carleton had asked me to write a letter to his wife, which I did

on

on the Friday previous to his death. That letter was sent by Mr. Porter to the owners by the British ship referred to.

Signed Peter Cabbie.

Sworn to before me
July 25th 1876.
Signed O. B. Bradford,
Dy. Consul General.

No. 19. Mr Wood
ack Oct 21

United States Consulate General,
at Shanghai.

Mr. Myers

to the

Department of State.

Subject.

Acknowledges receipt of Department Circular No. 4.

No. 19.

U. S. Consulate General,
Shanghai, 1st August 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

I have the honor to receive the Departments Circular Number 4 dated June 19th 1876.

I am Sir,
Your obedient servant,

John C. Myers
Consul General.

dis/clements

Ack. Mr Clements

The claim seems

reasonable

No. 20.

Mr Clements -

Ack. Mr Phoenix is translator of Shanghai Court as such is paid a salary by the U S Govt. The payment of his salaries to any one person is forbidden by law and they can not be approved Jan 21 1871

United States Consulate General,

at Shanghai.

ack Oct 28

Mr. Myers -

to the

Department of State.

Subject.

Claim of R. Phoenix for compensation for services rendered as Jailor.

Abstract.

Forwards with his approval Mr. Phoenix's application for compensation for having performed the duties of Jailor.

No. 20.

United States Consulate General,
Shanghai, August 3d. 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

I inclose a claim of Richard Phoenix for services as Jailor at the Consulate prison at Shanghai, as per statement. - The claim amounts to $520.00 and from inquiry into the character of the service performed by Mr. Phoenix, I have no hesitation in indorsing the justice of the claim presented; and would request that I may be allowed to adjust the claim in accordance with the interests of the Government and the justice due the officer for the service performed by him as acting jailor, for which he claims compensation.

I have the honor to be
Sir,
Your obedient servant.
John C. Myers.
Consul General.

Inclosure.
1. Mr. Phoenix to Mr. Myers - August 1. 1876.
— Copy —

Shanghai August 1st 1876.

John C. Myers Esqr.
United States Consul General.
Shanghai.

Sir.

I respectfully submit the following claim for your approval, for services rendered as acting Jailor of the U.S. Consular prison at Shanghai, from the 13th day of June to the 31st day of December 1875.

On the 13th of June, Mr W.H. Hendrick Jailor of the Consular Jail was promoted to the position made vacant by the resignation of Mr G.W. Abbott, Consular Clerk. From that date to the 31st of December there was no qualified Jailor in charge of the prison, as no person could be found that would accept the place on account of the rough class of prisoners usually confined, and the dangerous and arduous duties of a Jailor.

Under the circumstances I was compelled

compelled to act as keeper of the prison, which required my constant attention, and was a source of continuous anxiety by which my health was impaired.

On the 1st of January 1876, a Jailor was secured, but resigned after a service of 3 months, on account of the rough-usage he received from prisoners.

During the time I acted as keeper of the prison, there were 70 prisoners committed to prison, serving in all 1700 days.

As you are aware of the circumstances by which the care of the prisoners devolved upon me, I respectfully ask that I receive the pay of Jailor for services rendered in that capacity.

Hoping you will see the justice of my claim, and that it will meet your approval and indorsement,

I Am, Sir,

Very Respectfully,

Richard Phoenix,

Marshal of the Consular Court,

at Shanghai.

Mr Clements

Ask affirm. dept desires thorough investigation and report at as early a day as practicable par 12 oct

Mr Clements

DEPARTMENT OF STATE RECEIVED OCT 11 1876

No. 21.

U. S. Consulate Genl. Shanghai to the Department of State. dat oct 21

Mr. Myers.

Subject.

Transmitting a copy of dispatch No. 491 to the Legation in which an instruction is asked of the Minister to investigate the truth of reports made against Mr. R. M. Johnson, Consul at Hankow.

No. 21.

U.S. Consulate General.
Shanghai. August 28th 1876.

Honorable John L. Cadwalader.
Assistant Secretary of State.
Washington.

Sir:

Inclosed I have the honor to hand you a copy of my dispatch No. 491 addressed to the Minister, requesting an instruction whether I shall proceed to investigate certain reports which are current relating to Mr. R. M. Johnson, Consul at Hankow, and which affect the good name of the Government.

I am,

Sir,

Your obedient Servant.

John C. Myers
Consul General.

Copy.

No. 496.

U. S. Consulate General
Shanghai. August 28th. 1876.

Honorable Geo. F. Seward.
United States Minister
Peking.

Sir:

I have the honor to inform you that it is reported to me that Hon. R. W. Johnson. Consul at Hankow. now en route to the United States on leave of absence. has obtained large sums of money at Hankow from various persons. just previous to his departure by representations. and under conditions in his capacity as a Consular Officer. when his personal credit was not sufficient for such purpose. that allegations of an attempt on his part to evade payment of debts due by him. are freely made and discussed. seriously affecting the reputation of the Consulate

Consulate and the Government.

As these reports seem to me to be ~~made~~ well founded. I propose to visit Harkow at a convenient moment to learn if possible the truth or falsity of them, and have now to ask an instruction in the matter.

I am Sir
Your Obedient Servant
John C. Myers.
Consular Agent.

Mr Clemants
Ack. Explanation satisfactory
DUC 27 Oct
Sacramento.

DEPARTMENT RECEIVED OCT 26 1876 OF STATE

ack Oct 28

No. 22.

U. S. Consulate General Shanghai.
to the Department of State.

Mr. Myers.

Subject:

Approving the action taken by Mr. Consul Sheppard in leaving Swatow on account of his health. without awaiting the formal sanction of the Consul General. and asking that the Department will give his request its favorable consideration.

No 23.

U. S. Consulate General.
Shanghai. August 21st 1876.

Honorable John L. Cadwalader
Assistant Secretary of State.
Washington.

Sir:

Referring to Mr. Shepard's No. 47. I have the honor to say that upon his arrival here Mr. Shepard came to me a verbal and very satisfactory explanation of the circumstances which rendered it a personal necessity to seek a change without awaiting a reply to his formal request to do so.

Under the peculiar circumstances of the case. he having a duly appointed and qualified Vice Consul. I have the honor to hereby signify my approval of the Consul's action; and ask that the Department will give to his request the favorable

favorable consideration which is
asked by Mr. Shepard.

I am.

Sir.

Your Obedient Servant.

John B. Myers.

Counsel General.

Mr Clements
ack Dec 27 Oct

Mr Clements

No. 23. ack Oct 28

United States Consulate General,
at Shanghai.

Mr. Myers,

to the

Department of State.

Subject.

The allegations against Mr. Johnson.

Abstract.

Incloses copy of a letter from Minister Seward which advises caution in conducting an investigation as to the alleged dishonesties of Mr. Johnson.

No. 23.

United States Consulate General,
Shanghai, 12th September 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

Reverting to my No. 21 and its inclosure, I have now the honor to hand you a copy of Mr. Seward's response to my No. 491, to his address.

I am Sir,
Your obedient servant,
John C. Myers
Consul General.

Inclosure.
1. Mr. Seward to Mr. Myers
September 1. 1876. Copy.

(Copy.) Chefoo, September 1. 1876.

John C. Myers, Esqr.

&c. &c. &c.

Sir,

I have had the honor to receive your letter of the 28th of August.

As you have not detailed to me the source of your information in regard to Mr. Johnson's alleged dishonesties, nor stated the information in a precise manner, I am unable to advise you whether it is necessary for you to visit Hankow to make the proposed inivestigation. If it be true that he has been guilty of the conduct indicated in your letter, there must be persons who have suffered by it. These persons will be likely I think to appeal to you or to me, and until they do so I suggest that you should accept with caution the statements brought to you. If in view of what I have said it ~~it~~ appears to you desirable to proceed to Hankow you have my approval for your course, but so long as there may be any doubt whatever as to the the truth of the allegations against

against Mr. Johnson it will only be fair towards him to conduct your inquiry with the utmost reserve and delicacy.

I have the honor to be
Sir,
Your obedient servant,
(Signed) George F. Seward.

P. S.

Please send a copy of this note to the State Department.

No clements ack Dec 27 Oct Inclements

No. 24. ack Oct 28

DEPARTMENT RECEIVED OCT 25 1876 OF STATE

United States
Consulate General
at Shanghai.

Mr. Myers.

to the

Department of State

Subject.
The grave of General Ward.

Abstract.
Forwards letter from the Taotai in which he (the Taotai) proposes to repair the grave and erect a temple on it to the memory of General Ward.

No. 24.

United States Consulate General,
Shanghai, 12th September 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

I have the honor of transmitting a communication from the Taotai of Shanghai, in reference to General Ward's grave which he proposes to repair and erect a temple to his memory, &c. and my reply thereto.

½ General Ward was a former citizen of the United States and entered the Chinese military service during the Taiping rebellion in 1862.

I have the honor to be
Sir,
Your obedient servant.
John C. Myers.
Consul General.

Inclosures.—
2 Mr. Myers to the Taotai - 6th Sept. 1876. Copy.
1 Taotai to Mr. Myers 5th " "

Copy.

Feng-Taitai
to J. C. Moyers, Esq:
U. S. Consul General.

18th 7th Moon. September 5th 1876.

Some time ago I heard that the late General Ward's grave at Sung Kiang was somewhat dilapidated. I at once wrote to Admiral Chong to proceed to Sung Kiang and inquire into the matter. I at the same time wrote to the Prefect of Sung Kiang, directing him to repair the grave. Now that the grave has been repaired, I think of building a wall about it, and thus protect it from further depredations. I find too there is near the grave, a piece of vacant ground on which I am thinking of building a Hall (A small memorial temple) and inscribing within it the ancestral tablet of General Ward, in order that all may know that that is the grave of General Ward. I have requested Admiral Chang to call on Your Excellency to

Consult

consult about the matter, in order that a great good may be accomplished.

Will you favor me with an answer.

I have &c.

September 6.th 1876.

M. T. Y.

No. 9884. Copy.

United States Consulate General,
Shanghai, September 6th 1876.

To
Feng, - Tautai,
Sir,

I have the honor of acknowleding the receipt of your communication under date of yesterday, informing me that the grave of the late General Ward was somewhat dilapitated, and that you had written to Admiral Chong, instructing him to proceed to Sung Kiang for the purpose of inquiring into the matter, and that the Prefect of Sung Kiang had been directed to repair the grave. You also propose the building of a wall around it for protection against future decay; and you further think of building a Hall (a small memorial temple) on a vacant piece of land near the grave and of placing within the temple an ancestral tablet to the memory of General Ward. You inform me also that you have requested

Admiral

Admiral Chong to call on me to consult about the matter. This is certainly a generous and noble tribute to the character and services of a distinguished American citizen, whose virtues as a soldier and a civilian are gratefully cherished by the people of China. He assisted in the crushing of a rebellion so atrocious and fruitless of good results, that, judging from its pretenses, and the progress it had made, nothing but continued bloodshed and internecine persecution could have been the result had it been successful. Gen'l. Ward in the interest of humanity, and good government, foreseeing a calamity so deeply deplored, became a citizen of China, as Baron Steuben, Kosciusko, Pulaski, became citizens of America in the darkest hour of our history. I thank Your Excellency for the interest taken in properly caring for the hallowed precincts in which the remains of my former countryman repose, and will be glad to confer with Admiral Chong at any time he may find it convenient to call. I have the honor to be, &c.

(Signed) J. C. Myers
Consul General

Mr Clemmons
ack HC 27 oct

Inclosures

No. 25. ack oct 28

United States Consulate General,
at Shanghai.—

Mr. Myers,

to the

Department of State,

Subject.

Mr. Johnson at Hankow.

Abstract,

Forwards copy of a dispatch addressed to the United States Minister at Peking being explanatory of Mr. Myers action in relation to allegations made against Mr. Johnson.

No. 25.

United States Consulate General,
Shanghai, 13th September 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

I have the honor to transmit herewith for the information of the Department a copy of a dispatch which I have sent to the Legation in regard to Mr. Johnson's proceedings at Hankow.

I have the honor to be,
Sir -
Your obedient servant,
John C. Myers
Consul General.

Inclosure.
1. Mr. Myers to Mr. Seward -
(Copy.) September 13. 1876.

No. 494. (Copy)

United States Consulate General,

Shanghai, September 15th 1876.

Honorable George F. Seward,

United States Minister,

Peking.

Sir,

I have the honor of acknowledging the receipt of your dispatch in reference to R. M. Johnson's conduct as Consul at Hankow. My note in reference to permission to investigate allegations as to his conduct was intended more to vindicate Mr. Johnsons reputation and the character of the Consulate late in his charge, than to convict him or injure both upon insufficient evidence. It was for the purpose of proceeding properly in the matter that I solicited Your Excellency's advice. Since the date of my inquiry I have received claims upon Mr. Johnson at Hankow and Shanghai exceeding in amount over $400. I have also enquired of Mr. Bush Vice Consul at Hankow, for information concerning the matter, and am awaiting his answer. His reply will determine what course to pursue

pursue in the premises.

I have the honor to be
Sir,
Your obedient servant;
(Signed) John C. Myers.
Consul General.

Mr Clements -

Ack - Leave has been granted Mr Clements
JHC
7 Nov

DEPARTMENT OF STATE
RECEIVED
NOV
7
1876

No. 26. ack 8 Nov 9

U. S. Consulate General, Shanghai,
to the Department of State.

Mr Myers.

Subject:

Approving Mr. Sheppard's application for leave of absence.

No. 26.

U. S. Consulate General,
Shanghai, September 20th 1876.

Honorable John L. Cadwalader.
Assistant Secretary of State.
Washington.

Sir:

Touching the request for a leave of absence made by Mr. E. T. Sheppard in his No. 123, I have the honor to hereby signify my approval thereof.

I much regret the cause which makes it a necessity for Mr. Sheppard to leave his post at this juncture of affairs in China. But I see no means of avoiding it. Mr. Rhick is a thoroughly qualified Consul, and will take charge of the Consulate.

I consider Mr. Sheppard's health to be in a very precarious condition. I note that Mr. Seward has approved the Consul's request. He has seen him at Chefoo and Tientsin, and his letter to Mr. Sheppard of the 5th instant confirms my own views

views regarding his health and the necessity of a prompt and radical change.

I am,

Yr. Obedt Servant

John G. Myers
Coast Guard

M. Clements

K.

REPORT

December 1, 1876.

The Consul General at Shanghai, in his No. 443 of April 8, 1871, reported the resignation of Charles Williams, acting Marshal at Shanghai, and stated that he had designated Mr. Phoenix for the office. The Department, in its No. 260 of June 14, 1871, approved of the selection of Mr Phoenix for that office and directed that he be compensated from the 1st of April 1871. Since that time Mr Phoenix has been acting in that capacity. I have not been able to learn why his name was first in the Register - he not having received a Commission.

Respectfully submitted,

A. H. Clements

Meyers No. 27 Dated 4th March 187

Subject

Naturalization Richard Phoenix for U S
Consul at Shanghai

(Marshall)

ter, an examination it appears to me that
here is no objection to the
Department

J M Campbell
29 Nov

On what authority does Mr Phoenix's name appear on Register
of Marshal appointed in 1871?

Dec 1. 1870

In Clements.

No. 27.

DEPARTMENT OF STATE RECEIVED NOV 29 1876

United States Consulate General Shanghai,

Dec 21/76.

To the Department of State.

Mr Myers.

Subject.

Nominating Mr Phoenix as Marshal.

Abstract of Contents.

Recounts Mr Phoenix's services for several years, and incloses bond and oath of allegiance.

Bond sent U.S. Dec. 18
Commission " " 21

No. 27.

DEPARTMENT RECEIVED NOV 29 1876 OF STATE

United States Consulate General.
Shanghai October 4th 1876.

Honorable John L. Cadwalader.
Assistant Secretary of State.
Washington.

Sir.

I have the honor to inform you that upon my taking charge at this — post as Consul General, I found that Mr Richard Phoenix, a native of New-York City, had been for the last five — years performing the duties of Marshal, and had given entire satisfaction as such Officer.

Mr Phoenix does not hold a commission as Marshal, having never applied for such. He is a deserving officer, and I have now the honor of formally nominating him as Marshal for this port, and to ask that a Commission issue to him to avail him since the date opposite his name as shown in the "Register of the Department of State,"

Viz:

Viz: May 27th, 1871.

1/- I inclose his official bond in the sum of two thousand dollars, duly signed, and
2/- accompanied by the oath of allegiance, and have to ask that the Department will grant to Mr Phoenix the Commission.

I have the honor to be,
Sir,
Your obedient Servant,
John C. Myers.
Consul General.

Inclosures.
1/- Bond.
2/- Oath of Allegiance.

Mr Clements

ack Dec 22

DEPARTMENT OF STATE
RECEIVED
NOV
29
1876

No. 28.

U. S. Consulate Journal Stamps,
to the Department of State.

Mr. Myers.

Subject:

Quarterly account
for Miscellaneous Expenses for
the 3d quarter 1876. Supported
by 18 vouchers.

Rec'd Dec 1st 1876
Jany 3 - 1877
JM

No. 28.

U. S. Consulate General.
Shanghai. October 12th 1876.

Honorable John L. Cadwalader.
Assistant Secretary of State.
Washington.

Sir:

Inclosed I have the honor to hand you my account for Miscellaneous Expenses as per Form No. 90 for the third quarter 1876. Supported by 18 vouchers. I have balanced this account in the sum of $466.21. By a Transfer of that amount to my Salary and fees account to the Fifth Auditor of the Treasury, Covered by dispatch No. 11.

I am.

Sir.

Your Obedient Servant

John C. Myers
Consul General.

Encl. Acct. form No. 90. & 18 Vouchers.

Mr Clements

ack. Dec. 22

DEPARTMENT OF STATE RECEIVED NOV 29 1876

No. 29.

U.S. Consulate General. Shanghai.

to the Department of State.

Mr. Myers.

Subject:

Transmitting Returns for the 3d Quarter 1876.

Nine Inclosures.

No. 29.

U. S. Consulate General.
Shanghai. October 12th 1876.

Honorable John L. Cadwalader
Assistant Secretary of State.
Washington.

Sir:

Inclosed I have the honor to hand you the usual Returns for the third quarter 1876.

Inclosure No. 1. Form No. 117 Digest of Invoice Book. Statistical.
" 2. Form No. 118 Letters received. file.
" 3. " " 119 " Sent.
" 4. " " 120 Arrival and departure of am. Vessels. Statistical.
" 5. " " 121 Names of Deceased am. Citizens. file.
" 6. Police Cases. file.
" 7. Civil Suits. file.
" 8. Jail Report. file.
" 9. Correspondence Report. file.

I am. Sir.
Your Obedient Servant.

John C. Myers
Consul General.

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

From the First day of July to the Thirtieth day of September 1876, inclusive.

DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.
July 1st	Bernard Spurr.	Assault and Battery.	Two Chinese Women	Committed for Twenty days and to pay costs.			
" 10th	Yarkey Marchand.	desertion from the ship "Star of the West".	Captain Gardiner of "Star of the West".	Captain Gardiner notified of Y. Marchand's arrest.			
" "	John Buhr.	"	"	" " "		J. Buhr's	"
"	Franz Kolkar.	"	"	" " "		F. Kolkar's	"
"	Wm Dutton.	"	"	" " "		W. Dutton's	"
"	Philip Bilbo.	"	"	" " "		P. Bilbo's	"
"	Johan Rostopolo.	"	"	" " "		J. Rostopolo's	"
"	Eckitchi a Japanese.	Assault and Battery.	Mr Swain.	Committed until Steamer Nevada sails for Japan.			
" 13th	E. W. Blackwood.	drunk & furious driving	Sergeant Lloyd.	Cautioned, and fined. $5.			
" 24th	Henry Kennish.	Assault and Battery.	Peter Peters.	Committed for Twenty days.			
" "	M. C. Nickels.	Assault and Battery.	Ah Yoh.	Case dismissed Complainant failed to appear.			
" "	Johan Rostopolo.	desertion. 2nd time.	Captain Gardiner.	Committed, and Captain Gardiner notified.			
" 26th	Wm Taylor.	Assault and Battery.	A Chinese Sailor.	Committed for Twenty four hours.			
" "	Charles Richards.	Assault and Battery.	Tsung-En-Geen.	" " Thirty days.			
" 28th	Charles Mills.	Conduct tending to a breach of the peace.	Thomas Reed.	Case dismissed, Complainant to pay costs.			
August 7th	James Parks.	desertion. bark "Moonlight"	Captain Waterhouse.	Committed. to be put on board ship.			
" 8th	Franz Kolkar.	desertion. ship "Star of the West"	Captain Gardiner.	" " " " when ship is ready for sea.			
" 10th	Jas Mc Carty.	desertion bark "Moonlight"	Captain Waterhouse.	" " " " " " "			
" "	Jas Mc Carry.	"	"	" " " " " " "			
" "	Jas Warwicker.	"	"	" " " " " " "			
" "	George Peters.	"	"	" " " " " " "			
" 12th	Jas Parks. 2nd desertion.	"	"	" " " " " " "			
" 14th	Molly Kingsley.	Attempt to defraud.	William Wallis.	Ordered to pay Complainants bill, and costs of Court.			
" 18th	Asa. Waterhouse.	Assault and Battery.	John Brophy.	Committed for Five days.			
" 24th	Thos Mc Donald.	Delirium Tremens.	Constable Stein.	Committed for Medical attendance.			
" "	Thos Williams.	Refusing duty.	Captain Amesbury of bark "P. J. Carlton"	Committed until willing to return to their duty, or- -to be put on board when vessel is ready for sea.			
" "	Wm Robinson.	"					
" "	Chas H. Korell.	"	"	" " " " " " "			
" "	Chas Sullivan.	"	"	" " " " " " "			
" 25th	Robt Mc Kenzie.	drunk and incapable.	Constable Holland.	Warned and dismissed.			

Carried Over

0-

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

From the First day of July to the Thirtieth day of September 1876, inclusive.

NO. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.
		Brought Over —						board when ship is ready for sea
31.	Sept. 2nd	Arthur Holland.	Refusing duty.	Captain Amsbury	Committed until willing to return to			duty, or to be put on —
32.		Charles Mills.	Assault and battery	Mrs A.M. Mills.	Committed until bail is procured in			the sum of $2.000. with —
			on his wife, Mrs —		two good and sufficient sureties to keep the peace for one year —			
33			Annie M Mills —		toward his wife and all other persons residing in Shanghai —			
	" 8th	Captain Amsbury.	Retaining Cargo	Messrs Frazar & Co.	To return am't retained, or to pay for same, and to pay Costs of Court			
34.	" 8th.	Captain Amsbury.	leaving Seaman.	Henry Gerraty.	Seaman to be returned on board. Captain to pay Costs of Court			
35.	" 8th.	Captain Waterhouse.	Assault and Battery.	Adolph Gronner.	Case dismissed. Captain Waterhouse to pay costs of court.			
36.	" 18th.	John Kinny.	drunk and incapable.	Constable Long.	Warned and dismissed.			
37.	" 21st.	Sana-Chow. Chinese.	Assault and Battery.	Captain Harkness.	Committed to be handed over to Chinese Authorities.			
38.	" 21st.	John Jimmy. "	with intent to Kill.	of bark H.N. Carlton.	" " " " " "			
39.	" 22nd.	John Kinney.	drunk and disorderly	Sargeant Skinner.	Warned. and dismissed.			
40.	" 25th.	H.W. Johnson.	drunk and incapable.	Constable Long.	Warned and dismissed.			
41.	" "	Wm McGregor.	desertion. U.S. Navy.	Sargeant Lloyd.	Committed and Captain of U.S.S "Monocacy" notified.			
42.	" 27th.	Charles Hudson.	desertion from U.S.S.	Telegram from —				
			"Kearsarge" at Hong Kong.	U.S. Consul at Hong Kong —	Committed and Captain Tyffe of U.S.S. "Monocacy". informed			

Approved
John B. Myers
Consul General

Richard Phoenix.
Marshal of the U.S. Consular Court.
Shanghai - Chinese.

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Sept.	26	9927	Collector of port — Sanfrancisco.	11 Triplicate Invoices.	
"	"	9928	" " Boston	7 " "	
"	"	9929	" " New York	62 " "	
"	"	9930	" " Sanfrancisco	2 " "	
"	27	9931	U.S. Vice Consul, Newchwang	Claim Mills against Richards.	
"	"	9932	Taotai Shanghai	Printed Minutes of a Chinese case.	
"	28	9933	Comdg. Officer "Monocacy" "	Arrest of Chas Hudson	
"	"	9934	Piatkoff Mdchanoff & Co Hankow	Receipt of dispatch about Mr Hudson	
"	"	9935	U.S. Vice Consul "	" " "	
"	29	9936	Taotai Shanghai	Sending "Sam Chow" and "John Jimmy."	
"	30	9937	Italian Consul General "	Receipt of dispatch about the "Tennessee" men	
"	"	9938	U.S.S. "Tennessee" Chefoo,	Sending copy of letter above to Italian Consul General.	
"	"	9939	Taotai Shanghai.	Hopkins Soochow case.	

E&O.E.

U.S. Consulate General.
Shanghai 6 October 1876

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Sept	16	9913	Mrs. Brown, Shanghai.	Witness fee's in the case Fisher vs. Fisher,	
"	"	9914	G. L. Skinner, do.	" " "	
"	18	9915	Taotai, "	Inquiry about Title Deed No. 280.	
"	20	9916	E. T. Sheppard, Tientsin.	His request for leave of absence	
"	"	9917	U. S. Minister, Peking,	" " "	
"	"	9918	Dept. of State, Washington	" " "	
"	"	9919	Taotai. Shanghai	Mr. Seamans passport.	
"	21	9920	Capt. Gardiner, of the Ship "Star of the West"	About "Rastapolo" - a seaman.	
"	23	9921	Taotai, Shanghai	New Title deed - No. 326. W. T. K.	
"	"	9922	" W. C. Farnham.	Chinese Steward of the "Carleton".	
"	"	9923	W. C. Farnham, "	Forwarding Title deed No. 325.	
"	"	9924	Bourstead & Co. Singapore	Estate of King & Co. Canton. Bill of Ex.	
"	25	9925	Capt. Pyffe U. S. S. "Monocacy"	Arrest of a deserter. McGregor.	
"	26	9926	2d Asst. Post M. Genl. Washington	Messrs Roberts and Helms letters.	

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 30th " September 1876

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Sept 14	9899	Taotai, Shanghai	In relation to Mr. Moores wharf.	
" 16	9900	Miss Orleans, "	Witness fee's in the case of Fisher vs. Fisher.	
" "	9901	E. P. Blethen, "	" " "	
" "	9902	M. H. Cook, "	" " "	
" "	9903	Miss. Jessup, "	" " "	
" "	9904	George Hoeflich, "	" " "	
" "	9905	J. C. Chalmers, "	" " "	
" "	9906	G. Baffey, "	" " "	
" "	9907	Mrs. Ferguson, "	" " "	
" "	9908	Dr. Pichon "	" " "	
" "	9909	Dr. Jamison "	" " "	
" "	9910	Mrs. Green "	" " "	
" "	9911	E. J. Rowland "	" " "	
" "	9912	Miss Wright "	" " "	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Sept	11	9885	U.S. Minister Peking	Housbery license matter	
"	12	9886	Colin M. Boyd.		
"	"	9887	U.S. Minister Peking	Visit to Taitai about Seward Road.	
"	"	9888	Mrs. Williams Falmouth, Eng.	Reply to inquiry about John Cavendish.	
"	"	9889	Post Master Sanfrancisco.	Returning letter missent.	
"	13	9890	Legation at Peking	Mr. Johnson's accusers	
"	"	9891	" "	" "	
"	"	9892	Dept of State Washington	" "	
"	"	9893	" "	The grave of Gen'l. Ward.	
"	"	9894	" "	Copy of Legation dispatch 494 about Mr. Johnson	
"	"	9895	Legation of U.S. Peking	Grave of Gen. Ward.	
"	"	9896	Collector Port of Sanfrancisco	17 Triplicate Invoices,	
"	"	9897	" " Newyork	32 " " "	
"	"	9898	" " Boston	16 " " "	

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 30th September 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Aug 28	9871	Dept. of State, Washington,	Mr. Johnsons matter at Hankow	
" "	9872	U.S. Minister Peking	Asking instruction in above matter	
" 29	9873	Collector of Port Sanfrancisco.	14 Triplicate Invoices	
" "	9874	" " New york	4 " "	
" "	9875	" " Boston.	18 " "	
" 30	9876	British Court, Shanghai	Request for summoning witnesses.	
" "	9877	Dept of State, Washington	Mr. Sheppard's leave of absence.	
Sept 1	9878	U. S. Consul Swatow	" " " " "	
" "	9879	Taotai Shanghai	Firing at Amherst Rocks as a Target.	
" "	9880	do. "	Mr. Jenkins "Arms".	
" 4	9881	U.S.V. Consul at Newchwang	No oath for Treasury Fee's.	
" "	9882	" "Consul " Foochow	A Pilot refuses to comply with Regulations.	
" 6	9883	Taotai " Shanghai	Case of Fogg & Co.	
" "	9884	" " do.	Tablet of Gen. Ward's grave.	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Aug	16	9857	W. H. Hendrick, Shanghai	Dividend on C. E. Hendrick's Salary &c.	
"	19	9858	Taotai "	New Title Deed No. 325.	
"	20	9859	U.S. Consul HongKong	Receipt of dispatch and telegram.	
"	21	9860	Taotai Shanghai.	Fychow, case settled.	
"	22	9861	British Registrar of Ship'g. do.	Discharge of J Brophy.	
"	"	9862	Consul General for France	Request to summon witnesses.	
"	"	9863	German Consul Shanghai	" " "	
"	23	9864	" " "	" " "	
"	"	9865	British Supreme Court "	" " "	
"	"	9866	" Consul "	Title deed No. 227 cancelled	
"	"	9867	British Supreme Court "	Request to summon Witnesses.	
"	25	9868	Taotai "	Receipt of dispatch	
"	25	9869	W. H. Medhurst "	Decree about Jenkins	
"	26	9870	Boursted & Co. Singapore	Estate of King & Co. of Canton.	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Aug	16	9843	Shadgett & Schmidt Shanghai,	Dividend Account C. C. Hendrick	
"	"	9844	D.C. Jansen "	" " "	
"	"	9845	" "	" " "	
"	"	9846	Hirsbrunner & Co. "	" " "	
"	"	9847	C. Schmidt "	" " "	
"	"	9848	Hall & Holtz "	" " "	
"	"	9849	J. M. Schmidt "	" " "	
"	"	9850	C P. Blethen,	" " "	
"	"	9851	Ching Chong,	" " "	
"	"	9852	Rozario & Co.	" " "	
"	"	9853	Farnham & Co.	" " "	
"	"	9854	A. Silverthorne	" " "	
"	"	9855	" " "	" " "	
"	"	9856	S.S. Nav. Co.		

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		ON WHAT SUBJECT.	NO. OF ENCLOSURE
Aug	11	9829	3d Asst. Post Mr. Genl.	Washn	Sending 24c and 30c Stamps.	
"	"	9830	" " "	"	Requisition for stamps.	
"	"	9831	Supt. For. Mails	Washington	Transmitting Inventory of July 1st/76	
"	"	9832	Clerk of Circuit Court	Sanfrancisco.	Request for Rules in Appealing to higher Courts.	
"	12	9833	P. Castelli, Actg. Consul Genl	for Italy	Discharge of & disposal of seamens money.	
"	"	9834	U.S. Minister	Peking.	Rules as to shipwreck.	
"	14	9835	Collector	port of San Francisco	7 Triplicate Invoices	
"	"	9836	"	" New York	12 " "	
"	"	9837	"	" Boston	9 " "	
"	"	9838	Supt. For. Mails	Washington	Postal matters.	
"	"	9839	Mrs. Holcombe	Oakland	Payment to Rice of $120.$^{77}/_{100}$	
"	"	9840	Consul for Aus & Hun.	Shanghai	Discharge of Jos. Mariotte Austrian	
"	15	9841	U.S. Consul	Foochow	Case of Mrs Thompson and Mr Bunker.	
"	16	9842	Tautai	Shanghai	T Dent. — No. 227.	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
Aug 2.	9813	Taotai, Shanghai	Mr. DuBose's case	
" 3	9814	Fifth Auditor, Washington	Mr. Phoenix claims jailors pay.	
" "	9815	Dept. of State, " "	" " "	
" 4	9816	U.S. Minister Peking.	Mr. Henderson's case - copies of letters.	
" 5	9819	Taotai Shanghai	" Jenkins "Arms".	
" "	9820	T. Bandinel at Newchwang	Ack'g. 357 and Exchange vouchers	
" 7	9821	U.S. Minister Peking	Mr. Bush's official Bond	
" 8	9822	" " "	Receipt of dispatch.	
" 8	9823	Taotai Shanghai	Settlement of Sunkee case.	
" 8	9824	Mixed Ct. Magistrate "	Requesting release of Sunkee.	
" 9	9825	Taotai "	Does not know whether he has returned.	
" "	9826	U.S. Minister Peking.	Sunkee's case settled.	
" 10	9827	Russell & Co Shanghai	Sending Chu Yuen Foo's security chop.	
" "	9828	Supt. Foreign Mails Wash'n	Post Office a/c to 30th June 1876.	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES
July 31	9799	Taotai, Shanghai,	Mr. Hopkins Transit Passes.	
" 26	9800	U.S. Minister, Peking,	Duty on old vessels' materials.	
" 31	9801	Dept. of State Washington,	Mr. Henderson's official discourtesy.	
Aug 1	9802	Collector of Port Boston.	25 Triplicate Invoices sent,	
" "	9803	" " Newyork.	21 " " "	
" "	9804	Dept. of State	Acknowledging receipt of dispatch.	
" "	9805	do. do.	" " "	
" "	9806	" "	Suicide of Capt. Carleton.	
" "	9807	Supt. Foreign Mails	Occidental and Oriental S.S.Co. refuse mails	
" "	9808	" " "	Assumes duties of Postal Agt. 1st July.	
" "	9809	3d Asst. P.M. General W.	Will forward stamps,	
" "	9810	Collector of Port Sanfrancisco	17 Triplicate Invoices.	
" 2	9811	British Court Shai.	Request to summon C.C. Bennett.	
" "	9812	Taotai Shanghai	Transfer of Title deed 227.	

Consul General

[Form No. 119.]

Register of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending 30th September 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		ON WHAT SUBJECT.	NO. OF ENCLOSURE
July	17	9785	U.S. Consul	Canton	Receipt of dispatch about King & Co.	
"	"	9786	" "	"	Receipt of Records.	
"	"	9787	Tilly Haynes,	Springfield,	Answer to Lai Sun's letter.	
"	"	9788	U. S. Consul,	Tientsin,	Sending Mrs. Haynes letter.	
"	19	9789	" "	Swatow,	Receipt of dispatch	
"	"	9790	Taotai	Shanghai,	Mr. Seward's lot.	
"	20	9791	U. S. Consul	Hongkong.	Receipt of dispatch.	
"	"	9792	Rear Adm W Reynolds	Shai.	Amherst Rocks ~~are not~~ used as Target.	
"	"	9793	U.S. Minister	Peking.	Sending Returns for 2d. Quarter	
"	21	9794	Taotai	Shanghai	Blethens deed No. 280.	
"	"	9795	do.	"	Case of "Adele" to Peking.	
"	24	9796	"	"	Mr. Hopkins Claim.	
"	27	9797	"	"	Seward Road Case,	
"	31	9798	Boustead & Co.	Singapore	Estate of King & Co. Canton.	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

DATE.		NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
July	12	9770	Fifth Auditor of the Treasury, W.	General Returns.	
"	"	9771	Dept of State, Washington.	General do.	
"	"	9772	" " "	Form No. 90.	
"	"	9773	Fifth Auditor Treasury Wash. "	Fifth Auditor Treasury. Seamens Account.	
"	13	9774	Russell & Co. Shanghai	Sale of the "Almatia"	
"	"	9775	Mrs. Bronkin "	Answer to her letter.	
"	"	9776	Supt. Foreign Mails Washington	Registered letter 5606.	
"	"	9778	Collector of Port Sanfrancisco.	24 Triplicate Invoices	
"	"	9779	" " Newyork	7 " "	
"	"	9780	" " Boston	21 " "	
"	"	9781	Taotai Shanghai	Case of Jenkins vs. Hardeel.	
"	15	9782	U.S.V. Consul Newchwang	Attention called to incomplete returns &c.	
"	"	9783	Taotai Shanghai	Help to shipwrecked persons	
"	"	9784	U.S. Minister Peking	do do do.	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURE
July	5	9757	Marshal's Centennial Anniversary ~~Congratulations~~ Shai.	Thanks for honors to Centennial Exhibition.	
	6	9758	Tau Tai Shanghai	" "	
"					
"	"	9759	Mr. Seward U.S.M. Peking	Information of the above — &c.	
"	8	9760	Taotai Shanghai	Transfer of Title Deed 280.	
"	"	9761	Supt Foreign Mails. Washington	The Postal Agency.	
"	"	9761	" " " Japan	" " "	
"	"	9762	Mr. Seward Peking	" " "	
"	12	9763	Mr Shinagawa Shanghai	Salary and Fees account to 30th June	
"	"	9764	Fifth Auditor Treasury Wash'n.	Interpreters Account,	
"	"	9765	" " "	Court "	
"	"	9766	" " "	Consular Clerk O.B. Bradford.	
"	"	9767	" " "	" " W.H. Hendrick.	
"	"	9768	" " "	Special Clerk hire a/c.	
"	"	9769	" " "	General Returns.	

[Form No. 119.]

Register *of Official Letters and Dispatches sent from the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

DATE. 1876	NO.	TO WHOM AND WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES
July 1	9743	Admiral Wos. Shanghai	Invitation to 4th excursion &c.	
" "	9744	Hai Tong Ting, "	" " "	
" "	9745	Judge of Mixed Court "	" " "	
" "	9746	Tong King Sing "	" " "	
" "	9747	Three Managers Kiang Nan Arsenal "	" " "	
" "	9748	Tautai "	" " "	
" "	9749	" "	Deed No. 37 Cancelled in U.S. Consul General	
" "	9750	Shanghai Magistrate "	Invitation to excursion.	
" 5	9751	W.H. Medhurst British Consul. Shai	Deed 317 to be registered	
" 6	9752	Italian Consul General "	Thanks & congratulations for 4th of July.	
" 5	9753	Tautai "	Reply to dispatch.	
" "	9754	Ad. Reis M.B.S.S. Co "	Thanks for honors to Centennial Celebrations.	
" "	9755	Walter Pearson Tel. Agent "	" " " "	
" "	9756	Bank Managers of Shanghai "	" " " "	

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Taotai,	6218	Shanghai Sept. 28th 1876	Sept. 29. 1876	Request that Sun Chow and John Jimmy be returned.		
Italian Consul General,	6219	do. do. 28. "	" " "	Discharge of 3 Italians from the "Tennessee" in Japan.		

U.S.C.G.

United States Consulate General,
Shanghai, 6th October 1876.

Consul General.

John C Myers Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Taotai	6204	Shanghai Sept. 16. 76	Sept 18. 1876	Mr Kraul is German Consul,		
Municipal C.	6205	" " 18 "	" 19 "	Sending Wages due C. H. Buffum,		
Taotai,	6206	" " 20 "	" 22 "	Seamens passport returned.		
Morris + Co.	6207	" " 21 "	" " "	Appointment of Master to Lorcha "Chingyoy Lee."		
Russell + Co.	6208	" " 22 "	" " "	" " Str "Szechuen"		
C.	6209	" " 22 "	" 25 "	Application for River pass.		
Taotai	6210	" " 22 "	" " "	Relates to the "Carleton" case.		
"Tennessee",	6211	" " 25 "	" 27 "	Request to send mails to Chefoo.		
Piatkoff, Molchanoff & Co.	6212	Hankow 22	" " "	The case of Mr. Johnson.		
U. S. Vice Consul,	6213	" 23	" " "	Inclosing foregoing letter and note.		
Taotai,	6214	Shanghai 27	" 28 "	Land sold by Blethen and Rohl.		
U.S. Consul,	6215	Ningpo 27	" " "	Sending Report of Trade.		
C. F. Thomsen,	6216	Yokohama 29.	" 29 "	Request to send letter.		
F. Reid	6217	Shanghai 28 "	" " "	Master to Lorcha "Lark."		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Harbor Master,	6190	Shanghai Sept. 5-76	Sept 7 "	Mr. Hgousbery's case.		
E. Hgousbery.	6191	" " 4 "	" " "	" " "		
E. G. Lapham,	6192	" 7 "	" " "	Chief Officer to the "Benj. Aymar."		
Captain, Tyffe,	6193	HongKong, 7 "	" " "	Telegram about "Moncacy's" mail.		
J. Starkey,	6194	London July 28 "	" 9 "	Sending for boxes for Man of war.		
C. P. Blethen,	6195	Shanghai, Sept 11 "	" " "	Chief Officer to Barque "Lulu."		
J. M. Moore,	6196	" " 13 "	" 13 "	Application to build a jetty at Potung.		
Mr. Seward,	6197	Chefoo, " 5 "	" 14 "	Mr. Sheppard's illness.		
U. S. Consul,	6198	Tientsin " 9 "	" " "	" request for 60 days leave.		
Taotai	6199	Shanghai 8 Sept "	" " "	Will receive call on the 8th Sept.		
J. L. Roberts,	6200	" 16 " "	" 16 "	Loss of articles in a letter.		
B. Helm,	6201	" 8 " "	" " "	Over postage on a letter.		
U. S. Consul	6202	Swatow " " "	" 18 "	Sending dispatch to Legation		
" " V. do	6203	Newchwang " 12	" " "	" " " Treasury.		

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Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Supt. of Foreign Mails,	6176	Yokohama, Aug 22th	Aug 31. 1876	L. T. Farr Actg. Supt. for U.S.		
Admiral Reynolds,	6177	Hakodadi, " 14 "	" " "	Amherst Rocks not to be used as Target.		
British Court,	6178	Shanghai, Sept 22 "	Sept 2. "	Request for relief J. Farnham.		
U. S. Consul	6179	Foochow, Aug 30. "	" " "	Pilotage matters. Requesting information.		
Taotai,	6180	Shanghai " 28. "	" " "	Jenkins Arms case.		
Dept of State,	6181	Washington July 13.	" " "	Appg. nom. of Mr. Ol3 Bradford as U. Consul General.		
Fifth Auditor Treasury	6182	" " 14 "	" " "	Seamens account to 23d May received,		
Comptroller Treasury	6183	" " 15. "	" " "	" " Adjusted and corrected.		
Supt. Foreign Mails	6184	" " 8. "	" " "	Sending Postal Guide to June 30th		
U. S. V. Consul,	6185	Newchwang Aug 25. "	" " "	" Copies of dispatch for Dept.		
Taotai.	6186	Shanghai Sept 4. "	" 6 "	Relating to Fogg & Co's Treasure.		
J. K. Conner,	6187	" " 4 "	" " "	Chief Officer appointed to "U.S. Patton."		
Taotai,	6188	" " 5 "	" " "	A Tablet to General Ward's grave.		
Minister	6189	Chefoo " 1	" 7 "	Instruction about Mr. Johnson.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

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French Consul Gen.	6162	Shanghai, Aug 23.76	Aug. 23.'76.	Has summoned Dr. Pichon.		
U. S. Consul,	6163	Tientsin, " 12.	" 21 "	Sending dispatch for Dept.		
German Consul,	6164	Shanghai " 23.	" " "	Has summoned J. Taffey.		
British Consul,	6165	" " 24.	" " "	Receipt of deed &c. No. 227.		
Austrian do.	6166	" " 25.	" 25.	Removal of Consulate to 17 Peking Road.		
Taotai.	6177	" " " "	" " "	About processions of the 7th and 8th Moons.		
Boustead & Co.	6178	Singapore " 14 "	" 26.	Estate of King and Co. Canton.		
British Ship'g. Office	6179	Shanghai " 26 "	" 28 "	Sending Harkess' Wages		
Mixed Court. Mag.	6170	" " 28.	" " "	Assumes duties Magistrate of Shanghai.		
Frazar & Co.	6171	" " " "	" 29.	Sending deposit for fees.		
U. S. Consul,	6172	Swatow " 4,	" 30th	Intends leaving his port for a few days.		
" "	6173	do. " 19 "	" " "	Returns to his port.		
Russell & Co.	6174	Shanghai " 30 "	" " "	Case of F. Jenkins.		
"	6175	" " " "	" " "	Appt. of Master Str. "Feyahow"		

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Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Austrian Consul,	6148	Shanghai Aug. 15. 1876	Aug 15. 1876	Seamens Wages due "Mariotte"		
Taotai,	6149	" " 13.	" 16.	Death of Tsung ah Fok. (thief &c)		
U. S. Consuls.	6150	Tientsin " 11.	" 17.	Receipt of dispatch.		
do. do.	6151	" " " "	" " "	" of claim Haynes against Lai Sun.		
Taotai,	6152	Shanghai " 15.	" 18.	Declines to sign passes for Mr. Hopkins.		
Joseph Rowse,	6153	" " 18.	" 19.	Appointment of Master to Lorchia "Sin Nye Lee."		
Tao Tai	6154	" " " "	" " "	Alleged robbery on the Fychow.		
U.S. Vice Consul,	6155	Newchwang, " 10.	" 21.	Sending dispatch for Department		
A. A. Fisher,	6156	Shanghai, " 22.	" 22.	Requesting that witnesses be subpoened &c.		
U. S. Consul,	6157	HongKong, " 16.	" 23.	Resumes charge.		
do. do.	6158	Canton, " 8.	" " "	Sending for Legation his indebtedness.		
"Ashuelot"	6159	Shanghai " 23.	" " "	Theo. L. Hawkins Absent from ship.		
German Consul,	6160	" " " "	" " "	Receipt of dispatch acknowledged.		
British do.	6161	" " 22.	" " "	" "		

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Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Frazar & Co.	6134	Shanghai July 31. 1876	July 31. 1876	Appointment of Master to the "P. J. Carleton".		
Consul for Sweden & N.	6135	" " "	" " "	Decease of Queen Dowager		
British Supreme Court,	6136	" Augt. 2.	Aug. 2. "	Request to summon C. C. Bennett.		
U. S. Legation,	6137	Peking, July 28 "	" 7 "	Asking about Mr. Bush's bond.		
U. S. Vice Consul,	6138	Newchwang, " 25 "	" " "	Receipt of dispatch.		
" " "	6139	HongKong, " 31 "	" " "	" " " & sending telegram..		
U. S. Consul,	6140	Canton, " 28 "	" " "	About writing up correspondence for records.		
" " Legation	6141	Peking, " 26 "	" " "	Receipt of dispatch about "Rules".		
Taitai,	6142	Shanghai Aug. 7. "	" 8 "	Mr. Hopkins Transit passes will be protected.		
Russell & Co.	6143	do. " 9 "	" 9 "	Lin Sun Kee's case settled.		
Taitai	6144	" " 10 "	" 10 "	Returned to Shanghai on the 6th.		
do.	6145	" " 12 "	" 12 "	Measurement of Mr. Blethen's land.		
U. S. Consul,	6146	Foochow " 10 "	" 11 "	Inquiry about Bankruptcy laws.		
Italian Consul General	6147	Shanghai " 14 "	" " "	Seamens wages due " "		

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NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Dept. of State,	6120	Washington June 5. 76	July 31. 1876	Approving leave of absence for	Mr.	Sheppard.
do. do.	6121	do. " 9 "	" " "	Matter not to be sent in pouches		to Dept.
" "	6122	" " 19 "	" " "	Circular No. 4		
Comptroller of the Ty.	6123	" " 14 "	" " "	Int. and Salary to 31st March		correct.
Comptroller of the Treasury.	6124	" " " "	" " "	Consular bills do.		do.
do. do.	6125	" " " "	" " "	Court Account "		"
" "	6126	" " " "	" " "	Salary and Fees acc't.	"	"
" "	6127	" " " "	" " "	Clerk hire account,	"	"
" "	6128	" " " "	" " "	Seamens account.	"	"
Fifth Auditor Treasury	6129	" " " "	" " "	Sundry accounts to 31st March 1876.		
3d Asst. Post-Master Genl.	6130	" " 8 "	" " "	Stamps may be returned.		
" "	6131	" " " "	" " "	Receipt of Dead letters.		
Supt. Foreign Mails	6132	" 22 "	" " "	Mr Bryan's memo approved.		
G. G. Hopkins	6133	Shanghai July 31. "	" " "	Transit passes not notified by Taotai.		

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NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Taotai	6106	Shanghai, July 24. 76	July 26. '76	Mr. Hopkins case at Swatow.		
Chen Foh Agien	6107	" " 22 "	" 27 "	Resumes the duty of Mixed Court Magistrate.		
U. S. Consul,	6108	Canton, " 23 "	" " "	Sending dispatch for Legation		
Boustead & Co.	6109	Singapore, " 17 "	" " "	Estate of King & Co.		
G. G. Hopkins,	6110	Shanghai, " 26 "	" " "	Application for Transit Passes.		
Russell & Co.	6111	do. " " "	" " "	Appt. of Capt. to the "Hirado".		
Miss Lindsay	6112	Jersey City. Mch 31...	" 28 "	Non receipt of watch.		
U. S. Vice Consul	6113	Newchwang, July 20.	" " "	Receipt of dispatch about invoices.		
G. G. Hopkins	6114	Shanghai, " 28	" " "	Application for Transit passes		
Taotai,	6115	do. " 29	" 29 "	Leaves for Nanking.		
Mary William	6116	Falmouth, " " "	" 31 "	Inquiry for John Cavendish		
U.S. Agent Ny	6117	New York, June 23	" "	Sending Bill of Lading to Amoy Consul.		
M. E. Holcomb	6118	San Francisco " 11 "	" " "	Saying E.W. Rice would collect money		
U. S. Legation	6119	Peking. July 21.	" " "	Postal Agency to be handed over to Mr Mayers		

Consul General.

30th September 1904

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
U. S. Consul,	6092	Swatow, June 6. 76	July 17. 1876	Receipt of dispatch.		
do. do.	6093	" July 1. "	" " "	Sending dispatch for Department,		
"	6094	Hankow, " 10 "	" " "	Receipt of dispatch.		
F. W. Brown,	6095	Shanghai, " 18 "	" 18 "	Authority to ship foreign officer for "Rosetta McNeil"		
Alex. Cotter,	6096	Yokohama, " 12 "	" 20 "	U.S. Mails via the Occidental & Oriental S.S. Co.		
"Tennessee."	6097	Yokohama, " 11 "	" " "	Asking that their letter be sent to Yokohama		
U.S. Consul,	6098	Hankow " 17 "	" " "	Leaves his post for leave of absence.		
F. D. Bush,	6099	" " " "	" " "	Assumes charge as Vice Consul.		
Tan Tai,	6100	Shanghai " 15 "	" " "	Adele case sent to Peking		
P. Castelli,	6101	" " " "	" 21 "	Mr. G. Branchi - Italian Vice Consul,		
Tan Tai	6102	" " 23 "	" 24 "	Receipt of Rules for shipwrecked vessels.		
Russell & Co.	6103	" " 25 "	" 25 "	Appt'g. Captain to Str. Shingking		
U.S. Consul,	6104	Amoy " 14 "	" 26 "	His practice about invoices		
" "	6105	Swatow " 19 "	" " "	Receipt of dispatch about invoices.		

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U.S. Consul.	6078	Tientsin July 5. 1876	July 10. '76.	Sending Accounts to June 30th 1876.		
do.	6079	Ningpo. " 8. "	" " "	" "		"
"	6080	Hankow, June 23. "	" " "	" dispatch for Department.		
Russell & Co.	6081	Shanghai, July 12. "	" 13. "	Appt. of Master to the Steamer "Shing King."		
G.J. Hopkins,	6082	" " 13. "	" " "	Requesting approval to forward Lilly flowers		
U.S. Consul	6083	Hankow, " 10. "	" " "	Sending Accounts and Returns.		
do do	6084	Amoy, June 1. "	" 15. "	Receipt of do. 193.		
" "	6085	Hongkong, July 7. "	" " "	Mr. Murphy's claim.		
U.S. Dept'y C.	6086	Newchwang, June 30. "	" " "	Sending Returns to 30th June.		
Russell & Co.	6087	Shanghai July 15. "	" 17. "	Appt. of Master to Str. "Hirado."		
U.S. Consul.	6088	Amoy " 3. "	" " "	Receipt of dispatch.		
do do	6089	Canton " 7. "	" " "	Sending dispatch for Legation.		
" "	6090	do " 10. "	" " "	" Returns to 30th June. 1876		
" "	6091	" " 10. "	" " "	Receipt of dispatch acknowledged.		

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Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

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E. Shinagawa,	6064	Shanghai July 7.	July 8. 1876	Complaint of the Japanese Consul General.		
U. S. Consular Agt.	6065	Kiukiang, " 5.	" " "	Receipt of dispatch about Invoice Certificate		
F. D. Hitch,	6066	Shanghai " 8.	" " "	Guarantee in the King & Co. Estate-matter.		
Olyphant & Co.	6067	HongKong, " 3	" " "	" "		"
M. Franklin	6068	San Francisco. May 27.	" " "	Asks for money from masons.		
Russell & Co.	6069	Shanghai, July 10.	" 10 "	Appt. of Capt. to Steamer Shansi.		
do.	6070	" " "	" " "	Bgue "Almatia"'s date was not reported to Dept.		
do.	6071	" " "	" " "	Asking that Sun Kee's case be sent to Peking		
U.S. Consul,	6072	Foochow, " 8.	" 11 "	Receipt of dispatch.		
"	6073	Canton, " 3.	" " "	Asking Christian name of DaSilva.		
"	6074	do. " "	" " "	In relation to correspondence.		
U.S. Consular Agt.	6075	Chefoo, " 8.	" " "	Receipt of dispatch.		
" Legation	6076	Peking " 5.	" " "	Mr. Bandinel's recognition as Vice Consul.		
U.S. Ship "Palos."	6077	Foochow " 9.	" " "	His mail to be sent to Ningpo.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at Shanghai, China, for the Quarter ending* 30th September 1876.

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Jardine, Matheson & Co.	6050	Shanghai July 1. 76	July 1. 1876	Request that Deed 317 be transferred to British Consulate		
U. S. Consul,	6051	HongKong, June 16.	" 1 "	Receipt of dispatch, acknowledged.		
U. S. Legation	6052	Peking, " 15.	" 3 "	Sending 5 Rules for Safety of shipwrecked crews.		
do. do.	6053	do. " " "	" " "	Circular — Same subject.		
Russell & Co.	6054	Shanghai July 3. "	" " "	Application for River pass.		
British Consul.	6055	do " " "	" " "	Acknowledging receipt of Title deed, 317.		
U. S. Consul,	6056	HongKong, June 28. "	" 5 "	Receipt of dispatch acknowledged.		
Italian Consul Gen.	6057	Shanghai July 4	" " "	Computations for Awnings.		
Taotai	6058	" June 30	" 6 "	Complaint that war ships fire at Amherst Rocks.		
do.	6059	" July 2.	" " "	Returning Title deeds.		
do.	6060	" " "	" 7 "	Errors in Lee Sun Kee's case.		
Supt. of For. Mails	6061	Washington, May 16.	" " "	About Registered letter for Wm Diehl.		
U. S. Consul General	6062	Yokohama, June 26.	" " "	W. F. Cheney's case.		
John Lindsley	6063	HongKong, July 3.	" 8 "	Takes charge of Consulate as Acting Consul.		

Consul General.

(Form No. 121.)

NAMES of all Deceased American Citizens, including Seamen or Mariners, together with the value of the personal effects belonging to them, and taken possession of by or deposited with John C. Myers, U. S. Consul General at Shanghai, from 1st July to 30th September, inclusive.

DATE OF DECEASE.	NAMES OF PERSONS.	OF WHAT PLACE A NATIVE OR RESIDENT.	IF A SEAMAN, TO WHAT VESSEL BELONGING.	WHERE DECEASED.	VALUE OF EFFECTS.	DISPOSITION MADE THEREOF.
14	Caleb Henry Buffum	Salem, Mass.	———	Shanghai	In hands of Consul Gen'l	
25	Joseph Wheelwright	Wells, Maine	———	"	" " "	Executor

Shanghai, China, September 30th 1876.

John C. Myers
U. S. Consul General

Hankow.

Date	No.	No. of Inclosures	Address.	Received at Consulate Genl.	Forwarded to Washington.
1876					
June 28	301	1	Dept. of State	July 12. 1876	July 14. 1876
" "	302	2	"	" " "	" " "
" 30	303	6	"	" 13 "	" " "
" "	304	1	"	" " "	" " "
" "	305	1	"	" " "	" " "
" "	306		"	" " "	" " "
" "	307	2	"	" " "	" " "
July 5	308	2	"	" " "	" " "
" "	309	1	"	" " "	" " "
" 10	310	2	"	" " "	" " "
" "	311		"	" " "	" " "
" 15	312	3	"	" 21 "	" 31 "
" 17	313		"	" " "	" " "
" "	314	1	"	" " "	" " "
" "	315		Not received.		
" 24	316	2	"	July 27. "	July 31st "
" "	317	2	"	" " "	" " "
Aug 7	318		"	Aug 12 "	Aug 14. "
" 9	319	1	"	" " "	" "
" "	320	2	"	" " "	" "
" 15	321	2	"	" 19 "	" 30th "
" 29	322	2	"	Sept. 4 "	Sept. 14 "
Sept 11	323	2	"	" 19 "	" 27 "
" 18	324	1	"	" 19 "	" 27 "

Newchwang.

Date	No.	No. of Inclosures	Address.	Received at Consulate Genl.	Forwarded to Washington.
June 30	115	2	Dept. of State.	July 15. 1876	July 30. 1876
" "	116	2	" "	Sept 4. "	Sept. 14 "
" "	117	4	" "	" " "	July " "
" "	118	5	" "	" " "	" " "
July 6	119	1	" "	" 17 "	" " "
Aug 10	121	2	" "	Aug 21 "	Augh 29 "
Oct. 31	107	2	" "	Sept 4 "	Sept 14. "
Aug 25	122	3	" "	" 18 "	" 30 "

Swatow.

Date	No.	No. of Inclosures	Address.	Received at Consulate Genl.	Forwarded to Washington.
1876					
July 1.	42	4	Dept. of State,	July 17. 1876	July 30. 1876
" 1.	43	1	" "	" " "	" " "
" 1.	44	1	" "	" " "	" " "
" 1.	45	4	" "	" " "	" " "
" 17.	46	0	" "	" 26 "	" " "
			Ningpo.		
July 5.	99	3	Dept of State.	July 12. 1876	July 14. 1876
" 6	100	2	" "	" " "	" " "
" "	101	2	" "	" " "	" " "
" "	102	2	" "	" " "	" " "
" 15	103	0	" "	" 27 "	" 14 "
			Tientsin.		
July 5.	118	4	Dept. of State,	July 12. 1876	July 14. 1876
" "	119	3	" "	" " "	" " "
" "	120	1	" "	" " "	" " "
" 21	121	2	" "	Aug. 12 "	Aug 14 "
" "	122	4	" "	" 24.	" 30 "
Sept 9	123	3	" "	Sept 15 "	Sept 30 "
" "	124		" "	" " "	" 30 "

Ex. O. E. United States Consulate General,
Shanghai, 6th October 1876.

John C. Myers
Consul General.

Report of Consular Correspondence received at and transmitted from, the United States Consulate General at Shanghai, China, to the Department of State Washington, during the third quarter of 1876.

Amoy.

Date	No.	No of Inclosures	Address.	Received at Consulate General	Forwarded Washington
July 3	109	4	Dept. of State,	July 17.76	July 30. 187
" "	110	1	" "	" " "	" " "
Aug 14	111	0	" "	Aug 18. "	Aug. " "

Canton.

July 6	19	1	Dept. of State.	July 17. 1876	July 30. 187
" 8	20	3	" "	" " "	" " "

Chinkiang.

July 1.76	50	3	Dept. of State.	July 11. 1876	July 15. 187
" "	51	1	" "	" " "	" " "
" "	52	8	" "	" " "	" " "
" "	53	8	" "	" " "	" " "
" 15.76	54	0	" "	" 25 "	" 31
Sept. 6 "	55	0	" "	" 13 "	Sept 14

Foochow.

June 30/76	161	4	Dept. of State,	July 11. 1876	July 15. 187
" "	162	1	" "	" " "	" " "
" "	163	1	" "	" " "	" " "

UNITED STATES CONS

REFO

No. from last Report 4.

„ admitted during month 12.

Total 16.

No. of days served during previous months 809.

„ „ „ „ past month 133.

Total to date 942.

Number	Name.	When Admitted,	
159.	L. H. Stoddard.	November 5th 1873.	4
49.	J. W. Eckfeldt.	April 6th 1876.	3
53.	Bernard Trainor.	May 31st „	45
54.	James Armstrong.	„ „	35
58.	Bernard Spurr.	July 1st „	20
59.	Yarkey Marchand.	„ 10th „	
60.	John Buhr.	„ „	

ONSULAR JAIL, SHANGHAI,

REPORT FOR MONTH OF July 1876.

No. discharged during month 11.

„ remaining 5

Total 16.

Richard Phoenix.

Marshal.

Term.	When Discharged.	No. of Days.	Remarks.
4 Years.		31.	
3 Years.		31.	
45 days.	July 15th	4.	
35 „	„ 5th	14.	
20 „	„ 21st	20.	
	„ 10th	1.	
	„ 10th	1.	
Carried Over →		102.	

REPORT FOR MONTH OF July

Number.	Name.	When Admitted.	
			7
61.	Franz Kolkor.	July 10th.	
62.	William Dutton.	" "	
63.	Philip Bilbo.	" "	
64.	Johan Kostapolo.	" "	
65.	Eckitchi. (Japanese)	" "	
66.	Henry Hemish.	" 24th.	2
67.	Johan Kostapolo.	" "	
68.	William Taylor.	" 26th.	1
69.	Charles Richards.	" "	3

TERM.	WHEN DISCHARGED.	NO. OF DAYS.	REMARKS.
Brought Over —		102.	
	July 10th "	1.	
	" "	1.	
	" "	1.	
	" "	1.	
	" 13th "	4.	
20 days		8.	
		8.	
1 day.	July 27th "	1.	
30 days.		6.	
		133.	

UNITED STATES CONS

REPO

No. from last Report 5.

„ admitted during month 13.

Total 18.

No. of days served during previous months 942.

„ „ „ „ past month 239.

Total to date 1.181.

Number	Name.	When Admitted.	
159.	L. H. Stoddard.	Nov.r 5th „ 1873.	4 y
49.	J. W. Eckfeldt.	April 6th „ 1876.	3 y
66.	Henry Kemish.	July 24th „	
67.	Johann Rostopolo.	„ „	
69.	Charles Richards.	„ 26th „	30
70.	James Parks.	August 7th „	
71.	Franz Kolkar.	„ 8th „	

CONSULAR JAIL, SHANGHAI,

REPORT FOR MONTH OF August 1876.

No. discharged during month 9.

" remaining 9.

Total 18.

Richard Phoenix,

Marshal.

Term.	When Discharged.	No. of Days.	Remarks.
4 years.		31.	
3 Years.		31.	
	August 13th "	12.	
		31.	
30 days.	August 25th "	24.	
	" 9th "	3.	
		24.	
Carried Over —		156.	

REPORT FOR MONTH OF August

Number.	Name.	When Admitted.	
72.	James Mc Carty.	August 10th	
73.	James Mc Carry.	" "	
74.	James Warwicker.	" "	
75.	George Peters.	" "	
76.	James Parks.	" 12th	
77.	Asa Waterhouse.	" 18th	5
78.	Thomas Mc Donald.	" 24th	
79.	Thomas Williams.	" "	
80.	William Robinson.	" "	
81.	Charles H. Rovell.	" "	
82.	Thomas Sullivan.	" "	

Term.	When Discharged.	No. of Days.	Remarks.
Brought Over		156.	
	August 17th	8.	
	" "	8.	
	" "	8.	
	" "	8.	
	" "	6.	
5 days.	" 23rd "	5.	
		8.	
		8.	
		8.	
		8.	
		8.	
		239.	

UNITED STATES' CONS

REPO

No. from last Report 9.

„ admitted during month 6.

Total 15.

No. of days served during previous months 1181.

„ „ „ „ past month 175.

Total to date 1356.

Number.	Name.	When Admitted.	
169.	L. H. Stoddard.	November 5th /73.	4 C
49.	J. W. Eckfeldt.	April 6th „	3 C
67.	Johan Rostapolo.	July 24th „	
71.	Franz Kolkar.	August 8th „	
78.	Thomas Mc Donald.	„ 24th „	
79.	Thomas Williams.	„ „	
80.	William Robinson.	„ „	
			Car

CONSULAR JAIL, SHANGHAI,

REPORT FOR MONTH OF *September* 1876.

No. discharged during month *12.*

„ remaining *3.*

Total *15.*

Richard Phoenix.

Marshal.

Term.	When Discharged.	No. of Days.	Remarks.
4 Years.		*30.*	
3 Years.		*30.*	
	September 20th	*20.*	
	„ 12th	*12.*	
	„ 9th	*9.*	
	„ 7th	*6.*	
	„ 1st	*0.*	
Carried Over		*107.*	

REPORT FOR MONTH OF

Number.	Name.	When Admitted.
81.	Charles H. Harell.	August 24th
82.	Thomas Sullivan.	" "
83.	Arthur Holland.	September 2nd
84.	Charles Mills.	" 5th
85.	Sam Chow. (chinese)	" 21st
86.	John Jimmy. (")	" "
87.	Wm McGregor.	" 25th
88.	Charles Hudson.	" 27th

1876. (CONTINUED.)

Term.	When Discharged.	No. of Days.	Remarks.
Brought Over		107.	
	September 7th	6.	
	" 7th	6.	
	" 7th	6.	
		26.	
	September 29th	9.	
	" 29th	9.	
	" 27th	2.	
	" 30th	4.	
		175.	

John C. Myers
Consul General.

COURT OF THE UNITED STATES CONS

Return of Civil Suits from the 1st day of Ju

OF CASE.	DATE OF FIRST PROCEEDINGS.		NAME AND NATIONALITY OF PLAINTIFF.		NAME OF DEFENDANT.	NATURE OF SUIT.
574			Pending from last quarter			
607			do			
609			do			
611			do			
612	July	18	John M. Moore	am	F.W. Brown	Contract
613	"	26	Sundry	Cs	C. McDonald	do
614	Aug	9	T.H. Perkins	am	E.M. Smith	do
615	Sept	14	Annie M. Mills	do	Charles Mills	Divorce - wrong -
616	"	"	Caleb H. Griffin	do	Deceased	Probate
617	"	22	H.N. Sudicott	do	G. G. Hopkins	Contract

[Form No. 124.]

THE UNITED STATES CONSULATE GENERAL AT SHANGHAI CHINA.

ts from the 1st day of July to the 30th day of September 1876, inclusive.

ME OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF ~~FINE~~ IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED. Hearing.	DISPOSITION OF FINES AND FEES. Associates.	Clerks.	Marshals.	Interpreters.	APPEAL.
quarter		Pending							
		do							
		do							
		Settled		28 55		17 25	8 30	3 "	
. Brown	Contract	For Petitioner		47 40 15 "		17 40	12 "	3 "	
cDonald	do	Withdrawn	$ 46 03	18 40		14 70	3 70		
. Smith	do	Pet. Dismissed	$ 1500 "	None					
ells Wells	Divorce - wrong -	Pet. Granted							
ecord	Probate	Pending							
G. Hopkins	Contract	Confessed	$ 363 "	14 30		11 20	3 10		
				108 65 15 "		60 55	27 10	6 "	

E. & O. E.

U.S. Consulate General.
Shanghai October 4th 1876.

John C. Myers
Consul General

No Comments
ack 12/2/2

DEPARTMENT OF STATE
RECEIVED
NOV
29
1876

No. 30.

U. S. Consulate General. Shanghai.
to the Department of State.

Mr. Myers.

Subject:
Requisition for seals
and a date stamps.

No 30.

U. S. Consulate General.
Shanghai. October 12 = 1876.

Honorable John L. Cadwalader.
Assistant Secretary of State.
Washington.

Sir:

I have the honor to inform you that the embossing seal similar to the one impressed in the margin, has got broken beyond repair. The one in present use is not in perfect order.

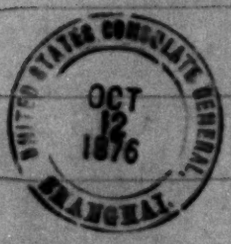
I have therefore to ask that two new ones be sent at earliest convenience. Together with one wax seal. The one in use being much worn.

I have also to ask for a date stamp. similar to the pattern in the margin. with an extra supply of ribbon.

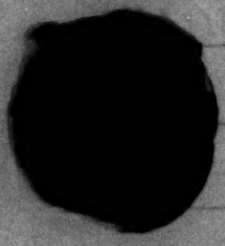
I am. Sir.
Your Obedient Servant.
John Ludlow Myers
Consul General.

Specimen of Embossing Seal.

Specimen of Date Stamp.



Specimen of Wax Seal.



Mr Clements

Ack Dec 22

No. 32.

U. S. Consulate General Shanghai to the Department of State.

Mr. Myers.

Subject:

Receipt of Department Circular No. 5.

No. 32.

U. S. Consulate General.
Shanghai. October 12th 1876.

Honorable John L. Cadwalader
Assistant Secretary of State.
Washington.

Sir:

I have had the honor to receive Department Circular No. 5: inform me that provision for salary and contingent expenses of this office for the year ending 30th June 1877 had been made by Congress.

Upon my assuming duty here. I found the office carefully and economically adapted to the business devolving upon it. Upon a careful review of its current expenses I cannot see where any reduction can be made without serious detriment to the service. I will exercise care and economy in future contingent expenditures.

I am - Sir Your Obedient Servant

John C. Myers.
Consul General.

Mr Counts
ack 1 Dec
JMC

Mr Clements

ack Dec 22

RECEIVED
NOV
29
1876
OF STATE

No. 33.

U. S. Consulate General, Shanghai,
to the Department of State.

Mr. Myers.

Subject:

Receipt of instruction
relating to the Estate of King Ko.
of Canton.

No. 33.

U. S. Consulate General.
Shanghai. October 12th 1876.

Honorable John L. Cadwalader
Assistant Secretary of State.
Washington.

Sir:

I have had the honor to receive your instruction No. 4. relating to the Estate of King Hee. of Canton. now in my hands.

The payment of the dividends is being made as fast as the owners Heirs can be found. I note the course pointed out for my observance. and will be governed accordingly.

I am Sir.
Your Obedient Servant.

John C. Myers.
Consul General.

du Rayson

Inyers No. 81 Dated 13th October 187

Ack Dec 22

Subject

The agreement at Chefoo

ter, an examination it appears to me that
es amply requires acknowledgment

J M Campbell
29 Nov

Ade

DEPARTMENT OF STATE
RECEIVED
NOV
29
1876

No. 31.

Ack Dec 22

United States Consulate General
at Shanghai.

Mr. Myers,

to the

Department of State,

Subject,
The Agreement at Chefoo.

Abstract,
Forwards extracts clipped from the Shanghai and Hongkong newspapers relating to the late Conference at Chefoo. Comments thereupon.

No. 31.

United States Consulate General,
Shanghai October 13th 1876.

Honorable Hamilton Fish,
Secretary of State,
Washington.

Sir,

I have the honor of transmitting a number of newspaper extracts, published in Shanghai and Hongkong, by English editors commenting upon the recent Agreement made at Chefoo, China, between H. B. Mts. Minister Plenipotentiary rc. rc. Sir, Thomas Wade, K. C. B. and Li, Minister Plenipotentiary of His Majesty the Emperor of China; and also the Agreement as officially published October 13th 1876.

I submit these extracts without any remark or comment upon their merits, only, that they seem to reflect the opinion of the general public of this port, the exception being a number of American merchants with whom I have conversed upon the subject, who expressed approval of

of the terms and plans of the Agreement.

The only article approving of the Treaty, appeared last evening in the "Shanghai Courier" and "China Gazette", signed "Junior Junius", and this article seems to have been well considered, and in its tone and language is regarded as a fair and sensible view and construction of the Agreement.

Whatever may be the ultimate conclusions arrived at as to the Agreement, one thing is certain, that since it has become known, that a settlement had been reached, by the high parties concerned, confidence at once was restored in commercial circles; business was re-opened on a large scale, the Chinese became large purchasers of foreign importations, and good feeling revived among those most concerned in business transactions. Whatever distrust may have previously existed in the community has entirely disappeared.

I am glad to notice this highly favorable change in the public mind, affected but little, if any, by the adverse criticism

criticism of the English press; and I do know that the Agreement has already produced salutary and happy effect upon trade, and that it may continue to operate thus, in the future, is certainly to be desired by all.

I have the honor to be, Sir,
Your obedient servant.

Consul General.
John C. Myers

Inclosure.
1. Newspaper extracts from Shanghai and Hong Kong papers, relating to the Chefoo conference.

AGREEMENT

BETWEEN THE

MINISTERS PLENIPOTENTIARY

OF THE

GOVERNMENTS

OF

GREAT BRITAIN

AND

CHINA

SIGNED AT CHEFOO

ON THE

13TH SEPTEMBER, 1876

SHANGHAI
PRINTED AT THE "NORTH-CHINA HERALD" OFFICE
1876

AGREEMENT

BETWEEN THE

MINISTERS PLENIPOTENTIARY

OF THE

GOVERNMENTS

OF

GREAT BRITAIN

AND

CHINA

SIGNED AT CHEFOO

ON THE

13TH SEPTEMBER, 1876

SHANGHAI
PRINTED AT THE "NORTH-CHINA HERALD" OFFICE
1876

AGREEMENT

BETWEEN THE

MINISTERS PLENIPOTENTIARY

OF THE

GOVERNMENTS

OF

GREAT BRITAIN AND CHINA.

AGREEMENT negotiated between Sir Thomas Wade, K.C.B., Her Britannic Majesty's Envoy Extraordinary and Minister Plenipotentiary at the Court of China, and Li, Minister Plenipotentiary of His Majesty the Emperor of China, Senior Grand Secretary, Governor-General of the Province of Chih Li, of the First-Class of the Third Order of Nobility.

The negotiation between the Ministers above-named has its origin in a despatch received by Sir Thomas Wade, in the spring of the present year, from the Earl of Derby, Principal Secretary of State for Foreign Affairs, dated 1st January, 1876. This contained instructions regarding the disposal of three questions; first, a satisfactory settlement of the Yün Nan affair; secondly, a faithful fulfilment of engagements of last year respecting intercourse between the high officers of the two Governments; thirdly, the adoption of a uniform system in satisfaction of the understanding arrived at in the month of September, 1875 (8th moon of the 1st year of the reign Kwang Sü), on the subject of rectification of conditions of trade. It is to this despatch that Sir Thomas Wade has referred himself in discussions on these questions with the Tsung-li Yamên, farther reference to which is here omitted as superfluous. The conditions now agreed to between Sir Thomas Wade and the Grand Secretary are as follows:—

SECTION I.—*Settlement of the Yün Nan Case.*

(i) A Memorial is to be presented to the Throne, whether by the Tsung-li Yamên or by the Grand Secretary Li, is immaterial, in the sense of the memorandum prepared by Sir Thomas Wade. Before presentation, the Chinese text of the Memorial is to be shewn to Sir Thomas Wade.

(ii) The Memorial having been presented to the Throne, and the Imperial Decree in reply received, the Tsung-li Yamên will communicate copies of the Memorial and Imperial Decree to Sir Thomas Wade, together with copy of a letter from the Tsung-li Yamên to the Provincial Governments, instructing them to issue a proclamation that shall embody at length the above Memorial and Decree. Sir Thomas Wade will thereon reply to the effect that for two years to come officers will be sent, by the British Minister, to different places in the provinces, to see that the proclamation is posted. On application from the British Minister, or the Consul of any port instructed by him to make application, the high officers of the provinces will depute competent officers to accompany those so sent to the places which they go to observe.

(iii) In order to the framing of such regulations as will be needed for the conduct of the frontier trade between Burma and Yün Nan, the Memorial, submitting the proposed settlement of the Yün Nan affair, will contain a request that an Imperial Decree be issued, directing the Governor-General and Governor, whenever the British Government shall send officers to Yün Nan, to select a competent officer of rank to confer with them and to conclude a satisfactory arrangement.

(iv) The British Government will be free for five years, from the 1st of January next, being the 17th day of the 11th moon of the 2nd year of the reign Kwang Sü, to station officers at Ta-li Fu, or at some other suitable place in Yün Nan, to observe the conditions of trade; to the end that they may have information upon which to base the regulations of trade when these have to be discussed. For the consideration and adjustment of any matter affecting British officers or subjects, these officers will be free to address themselves to the authorities of the province. The opening of the trade may be proposed by the British Government, as it may find best, at any time within the term of five years, or upon expiry of the term of five years.

Passports having been obtained last year for a Mission from India into Yün Nan, it is open to the Viceroy of India to send such Mission at any time he may see fit.

(v) The amount of indemnity to be paid on account of the families of the officers and others killed in Yün Nan; on account of the expenses which the Yün Nan case has occasioned; and on

account of claims of British merchants arising out of the action of officers of the Chinese Government up to the commencement of the present year, Sir Thomas Wade takes upon himself to fix at Two Hundred Thousand Taels, payable on demand.

(vi) When the case is closed, an Imperial Letter will be written, expressing regret for what has occurred in Yün Nan. The Mission bearing the Imperial Letter will proceed to England immediately. Sir Thomas Wade is to be informed of the constitution of this Mission, for the information af his Government. The text of the Imperial Letter is also to be communicated to Sir Thomas Wade by the Tsung-li Yamên.

SECTION II.—*Official Intercourse.*

Under this heading are included the conditions of intercourse between high officers in the capital and the provinces, and between Consular officers and Chinese officials at the ports; also the conduct of judicial proceedings in mixed cases.

(i) In the Tsung-li Yamên's Memorial, of the 28th September, 1875, the Prince of Kung and the Ministers stated that their object in presenting it had not been simply the transaction of business in which Chinese and Foreigners might be concerned; missions abroad and the question of diplomatic intercourse lay equally within their prayer.

To the prevention of farther misunderstanding upon the subject of intercourse and correspondence, the present conditions of both having caused complaint in the capital and in the provinces, it is agreed that the Tsung-li Yamên shall address a circular to the Legations, inviting Foreign Representatives to consider with them a code of etiquette, to the end that foreign officials in China, whether at the ports or elsewhere, may be treated with the same regard as is shown them when serving abroad in other countries, and as would be shown to Chinese agents so serving abroad.

The fact that China is about to establish Missions and Consulates abroad renders an understanding on these points essential.

(ii) The British Treaty of 1858, Article XVI, lays down that "Chinese subjects who may be guilty of any criminal act towards "British subjects shall be arrested and punished by Chinese "authorities according to the laws of China."

"British subjects who may commit any crime in China shall "be tried and punished by the Consul, or any other public "functionary authorised thereto, according to the laws of Great "Britain."

"Justice shall be equitably and impartially administered on "both sides."

The words "functionary authorised thereto" are translated in the Chinese text "British Government."

In order to the fulfilment of its Treaty obligations, the British Government has established a Supreme Court at Shanghai, with a special code of rules, which it is now about to revise. The Chinese Government has established at Shanghai a Mixed Court; but the officer presiding over it, either from lack of power, or dread of unpopularity, constantly fails to enforce his judgments.

It is now understood that the Tsung-li Yamên will write a circular to the Legations, inviting Foreign Representatives at once to consider with the Tsung-li Yamên the measures needed for the more effective administration of justice at the Ports open to Trade.

(iii) It is agreed that, whenever a crime is committed affecting the person or property of a British subject, whether in the interior or at the open ports, the British Minister shall be free to send officers to the spot to be present at the investigation.

To the prevention of misunderstanding on this point, Sir Thomas Wade will write a Note to the above effect, to which the Tsung-li Yamên will reply, affirming that this is the course of proceeding to be adhered to for the time to come.

It is farther understood that so long as the laws of the two countries differ from each other, there can be but one principle to guide judicial proceedings in mixed cases in China, namely, that the case is tried by the official of the defendant's nationality; the official of the plaintiff's nationality merely attending to watch the proceedings in the interests of justice. If the officer so attending be dissatisfied with the proceedings, it will be in his power to protest against them in detail. The law administered will be the law of the nationality of the officer trying the case. This is the meaning of the words *hui t'ung*, indicating combined action in judicial proceedings in Article XVI of the Treaty of Tientsin; and this is the course to be respectively followed by the officers of either nationality.

SECTION III.—*Trade.*

(i) With reference to the area within which, according to the treaties in force, *likin* ought not to be collected on foreign goods at the open ports, Sir Thomas Wade agrees to move his Government to allow the ground rented by foreigners (the so-called Concessions) at the different ports, to be regarded as the area of exemption from *likin;* and the Government of China will thereupon allow I-ch'ang in the province of Hu-Pei, Wu-hu in An-Hui, Wên-Chôw in Che-Kiang, and Pei-hai (Pak-hoi) in Kwang-Tung, to be added to the number of ports open to trade, and to become Consular stations. The British Government will farther be free to send officers to reside at Ch'ung K'ing, to watch the conditions of British trade in Ssu-Ch'uen. British merchants will not be allowed to reside at Ch'ung K'ing, or to open establishments or warehouses there, so long as no steamers have access to the port. When steamers have succeeded in ascending the river so far, further arrangements can be taken into consideration.

It is farther proposed as a measure of compromise that at certain points on the shore of the Great River, namely, Ta-t'ung, and Ngan-Ching, in the province of An-Hui; Hu-K'ou, in Kiang-Si; Wu-suëh, Lu-chi-k'ou, and Sha-shih, in Hu Kuang; these being all places of trade in the interior, at which, as they are not open ports, foreign merchants are not legally authorised to land or ship goods; steamers shall be allowed to touch for the purpose of landing or shipping passengers or goods; but in all instances by means of native boats only, and subject to the regulations in force affecting native trade.

Produce accompanied by a half-duty certificate may be shipped at such points by the steamers, but may not be landed by them for sale. And at all such points, except in the case of imports accompanied by a transit duty certificate, or exports similarly certificated, which will be severally passed free of *likin* on exhibition of such certificates, *likin* will be duly collected on all goods whatever by the native authorities. Foreign merchants will not be authorised to reside or open houses of business or warehouses at the places enumerated as ports of call.

(ii) At all ports opened to trade, whether by earlier or later agreement, at which no settlement area has been previously defined, it will be the duty of the British Consul, acting in concert with his colleagues, the Consuls of other Powers, to come to an understanding

with the local authorities regarding the definition of the foreign settlement area.

(iii) On opium, Sir Thomas Wade will move his Government to sanction an arrangement different from that affecting other imports. British merchants, when opium is brought into port, will be obliged to have it taken cognisance of by the Customs, and deposited in bond, either in a warehouse or a receiving hulk, until such time as there is a sale for it. The importer will then pay the tariff duty upon it, and the purchasers the *likin*; in order to the prevention of the evasion of the duty. The amount of *likin* to be collected will be decided by the different Provincial Governments, according to the circumstances of each.

(iv) The Chinese Government agrees that Transit Duty certificates shall be framed under one rule at all ports, no difference being made in the conditions set forth therein; and that so far as imports are concerned, the nationality of the person possessing and carrying these is immaterial. Native produce carried from an Inland Centre to a Port of Shipment, if *bonâ fide* intended for shipment to a foreign port, may be, by treaty, certificated by the British subject interested, and exempted by payment of the half-duty from all charges demanded upon it *en route*. If produce be not the property of a British subject, or is being carried to a port not for exportation, it is not entitled to the exemption that would be secured it by the exhibition of a Transit Duty Certificate. The British Minister is prepared to agree with the Tsung-li Yamên upon rules that will secure the Chinese Government against abuse of the privilege as affecting produce.

The words *nei ti*, inland, in the clause of Article VII of the Rule I appended to the Tariff, regarding carriage of imports inland, and of native produce purchased inland, apply as much to places on the sea coasts and river shores, as to places in the interior not open to foreign trade; the Chinese Government having the right to make arrangements for the prevention of abuses thereat.

(v) Article XLV of the Treaty of 1858 prescribes no limit to the term within which a drawback may be claimed upon duty paid Imports. The British Minister agrees to a term of three years, after expiry of which no drawback shall be claimed.

(vi) The foregoing stipulation, that certain ports are to be opened to foreign trade, and that landing and shipping of goods at

six places on the Great River is to be sanctioned, shall be given effect to within six months after receipt of the Imperial Decree approving the Memorial of the Grand Secretary Li. The date for giving effect to the stipulations affecting exemption of imports from *likin* taxation within the foreign settlements, and the collection of *likin* upon opium by the Customs Inspectorate at the same time as the Tariff duty upon it, will be fixed as soon as the British Government has arrived at an understanding on the subject with other foreign Governments.

(vii) The Governor of Hongkong having long complained of the interference of the Canton Customs Revenue Cruisers with the junk trade of that Colony, the Chinese Government agrees to the appointment of a Commission, to consist of a British Consul, an officer of the Hongkong Government, and a Chinese official of equal rank, in order to the establishment of some system that shall enable the Chinese Government to protect its revenue, without prejudice to the interests of the Colony.

SEPARATE ARTICLE.

Her Majesty's Government having it in contemplation to send a Mission of Exploration next year by way of Peking through Kan-Su and Koko-Nor, or by way of Ssu-Ch'uen to Thibet, and thence to India, the Tsung-li Yamên, having due regard to the circumstances, will, when the time arrives, issue the necessary passports, and will address letters to the high provincial authorities, and to the Resident in Thibet. If the Mission should not be sent by these routes, but should be proceeding across the Indian frontier to Thibet, the Tsung-li Yamên, on receipt of a communication to the above effect from the British Minister, will write to the Chinese Resident in Thibet, and the Resident, with due regard to the circumstances, will send officers to take due care of the Mission; and passports for the Mission will be issued by the Tsung-li Yamên, that its passage be not obstructed.

Done at Chefoo, in the Province of Shan Tung, this Thirteenth Day of September, in the year of Our Lord One Thousand Eight Hundred and Seventy-Six.

[L.S.] THOMAS FRANCIS WADE. [L.S.] CHINESE PLENIPOTENTIARY.

Extracts from North China Daily News -

— The "Chefoo Conference" —

September 1st " 1876 -

THE CHEFOO CONFERENCES.

It is almost impossible to adequately ascertain the actual value of the events which are taking place here. Although apparently they seem to have no connexion, either with the subjects supposed to be under the consideration of the Plenipotentiaries of Great Britain and China, or with each other, it would be unreasonable to separate them from a certain relation to the principal event round which they are grouped, or to exclaim that they have no practical utility beyond an isolated purpose dependent on those who initiate or take part in them. Without assigning, therefore, to the occurrences happening at Chefoo, any importance beyond that they each contribute to the completion of the surroundings of the diplomatic conferences now being held here, it may be as well to describe what is happening, and to leave for wiser heads to discover whatever profound meaning it contains. The general interest manifested regarding what each and every one is doing, or going to do, seems unabated; and it is not from any lack of social intercommunication that mutual unburdening of state secrets has not been as prevalent as is desired. Abundant opportunity of this sort has been afforded for His Excellency Li Hung-chang and other eminent personages to gratify their wishes for giving their opinions on the world in general, and one spot of it in particular; but hitherto barren results are all that have been gathered in, so far as the uninitiated public is concerned.

The miniature review of Chinese troops, which was hastily got up by the native military authorities, to allow some of the foreign distinguished visitors to recreate themselves amidst the dulness of Chefoo, was speedily followed by a display of naval power, for the special benefit of the Chinese Imperial Commissioner. The German Commodore, Count Montz, invited His Excellency Li Hung-chang to inspect the magnificent frigate *Vineta*, under his command, and to witness the skill and warlike science evinced in the splendid armament and highly disciplined crew of the choicest specimen of the German Navy at present in Eastern waters. On Saturday, the 26th August, the inner bay of Chefoo seemed especially alive with excitement, and from an early hour everything betokened the approaching movement which was to complete the scene. His Excellency Li Hung-chang embarked in his own steam-launch, and with other boats containing his numerous suite proceeded to the *Vineta*, where he was received with all the honor due to his exalted rank and to his special position as representative of the Emperor of China. The yards were manned, the guns thundered out a salute, and all that could interest the Chinese visitor was shown and explained to him with every attention. His Excellency's questions on the minute details of armaments, projectiles, weapons of war, and other elements of destruction, showed that he highly appreciated the scientific attainments of the German officers who made the different qualities of these terrible things apparent to him. Every one seemed struck with the information His Excellency possessed on these and kindred subjects, and the ease and self-possession with which he reviewed the compact body of armed men who were paraded in his honor. A similar demonstration of manning yards and salutes accompanied his departure; and the Imperial envoy was quickly again on *terra firma*, to discuss with his intimate friends the exhibition he had beheld.

Meanwhile, on the northern horizon a small dark spot appeared, which increasing in magnitude betokened a steamer approaching Chefoo, and it speedily magnified itself into the well-known *Vigilant*, the yacht of Vice-Admiral A. P. Ryder, which, amidst the echoes of the morning's warlike sounds, glided swiftly into the inner harbour, and swung to her moorings. Where has she come from? She has been to Ta-lian-wan Bay, to take over the British Naval Commander-in-chief to visit the detached squadron anchored in that spacious roadstead, so memorable for having been the rendezvous of the British troops during the war of 1860, and has returned from thence. On board the *Vigilant*, the Commander-in-chief brought with him Rear-Admiral Rowley Lambert, C.B., the Admiral commanding the detached squadron; and the two Admirals quietly landed together and went to visit Sir Thomas Wade, and also called on the other Ministers at present resident here. Speculation or imagination, or whatever faculty of the human mind it may be called, was actively employed that Saturday afternoon to discover why such an unexpected visitor had thus suddenly appeared on the Chefoo scene, to add by his presence to the general impression, and to remind them tacitly that he represented a force of some two thousand British tars, and a hundred British cannon, which he held at the disposal of his Commander-in-chief and of Her Majesty's Minister, should they be required to give additional solemnity to the British Plenipotentiary's visit to Chefoo, or to impart greater vigour to His Excellency's negotiations with the representative of the Emperor of China.

The week ended much the same as it had begun, with this apparent advantage to the cause of Great Britain, that it was receiving increased strength from having passed through the interval without even a whisper of its importance or its success being depreciated by the delay. And on the side of the Chinese, what is occurring? Are they satisfied with the progress or otherwise of their week's work of reconstructing the political world of China? It would, indeed, be difficult to measure the success of their endeavours to satisfy the demands which the treachery and culpability of their Government have rendered necessary on the part of Great Britain. They make no sign of exculpation or repentance, and to judge by the hauteur and bearing of every one connected with Li Hung-chang's mission, one might imagine that their visit here was either of congratulation to Sir Thomas Wade, or to confer a favor on the British nation, rather than that of negotiators sent to express sorrow for crimes committed under the authority of their Sovereign, and to implore condonation for their country's misdeeds.

Still, it is not all *couleur de rose* with the chief spokesman of the Middle Kingdom. On his arrival here, he betook himself to the heights above Chefoo, that he might at least enjoy a material elevation to compensate for the forced descension from his pinnacle at Pau-ting-foo, to which his Imperial master has subjected him; but the giddy heights of the Yu-kwang-mieu have not altogether soothed his ruffled existence, and segregated him from the influences of care and peril which are the natural concomitants of exaltation. Rumour says that a stranger (Chinese) suddenly appeared in the courtyard of the Viceroyal yamên, and demanded immediate audience of Li Hung-chang. The purport of this intrusion was ostensibly to acquaint the *Tai-tze* of a vision; but the Governor-General, whose mind is strictly practical on such spiritual manifestations, resented the arrival of the unwelcome visitor, and reproaching his guard for permitting his entrance, consigned him to bondage, with the determination of making him suffer the penalty of death inflicted by the code of Chinese laws on unlawful disturbers of a Viceregal sanctuary. The Taotai of Chefoo and others dissuaded Li Hung-chang from carrying out the extreme punishment of the law, by representing to him grave reasons for his moderation in this instance; and the unfortunate Chinese, whether victim of his own hallucinations, or the emissary of evil, languished in prison for some days and then was liberated. But withal, the incident has disturbed the peace of Temple Hill, and Li Hung-chang on Sunday left his mountain abode, and took up his quarters in the spacious block of buildings on the plain at the rear of Chefoo, known as the Swatow Guild. There he is certainly safe from a repetition of unbidden visitors, and his own guards can watch the portals of his dwelling with greater care than they could conjoin the chain of outposts which encircled the temple where he passed the first week of his life at Chefoo. Moreover, he will be within easier reach of those who require to see him, and whenever he has to visit Sir Thomas Wade he will have less ground to pass over; and he will not be so vividly reminded of the vicissitudes of political life which his descents and ascents between the temple

and the British Minister's bungalow have represented. Possibly his change of domicile to a more humble situation may emblematise the necessity which other circumstances have evoked, for a corresponding alteration in his views of the questions at issue, and which he is charged to settle. Under any circumstances, the change of residence is suggestive of other possibilities being at hand. It was succeeded by a remarkable circumstance.

The first occasion of Li Hung-chang visiting an ironclad presented itself by his coming here simultaneously with H.M.S. *Audacious*. When Sir Thomas Wade and Admiral Ryder visited the Governor-General, His Chinese Excellency expressed his desire to see the British flagship, and naturally his request was assented to. On Monday, the 28th August, therefore, Li Hung-chang proceeded to the outer anchorage for the purpose of officially returning the visit of the Commander-in-Chief, and to gratify his curiosity of seeing the floating tower of strength over which the time-honored ensign of St. George—

"The flag that's braved a thousand years,
The battle and the breeze,"

was spreading to the wind its crimson cross and white folds, with the jack and its multiple of crosses knit together on the same ground, typical of the union and determination of the British Sovereign and people to lift high the banner of united England, Scotland, and Ireland, wherever "Dieu et mon droit" requires its presence.

As the line of boats conveying Li Hung-chang neared the *Audacious*, the boatswain's shrill pipes called away aloft the topmen, and ere the Viceroy ascended the steps leading to the deck, the yards were manned; and on his stepping on board, Vice-Admiral Ryder, surrounded by his officers, and with Her Majesty's Minister Sir Thomas Wade and the personnel of the British legation standing close by,—Rear-Admiral Rowley Lambert and his flag-lieutenant, and some officers from the detached squadron, being also present—received his distinguished guest with the usual guard and music attendant on such occasions. After a few moments gaze at the unwonted scene, Li Hung-chang was conducted to the Admiral's cabin, where, the usual presentations having taken place, and some preliminary questions relative to the size of the noble vessel answered through the interpretation of the Chinese Secretary of Her Majesty's legation, the Governor-General was taken, in compliance with his request, to see the propelling machinery and lower compartments, and then went on deck to pass before the ranks of the crew who were massed on each side to be seen and admired by the Chinese statesman. After a short promenade, which sufficed to give an outline of the picture he was to see, the reality was filled in by a visit to the battery, where the big guns were slumbering in peace. Here began the spectacle which it had been Li Hung-chang's real desire to witness. General quarters, monster artillery, revolving, retiring, receiving their terrific charges, running out through the portholes, then the supposed aim at the enemy, the fire, the closing of port screens protecting loading gunners from inimical bullets, the reloading, and repeated manœuvres of working the guns, as in action, presented a vivid scene, which after all was but a feeble image of the reality of stern war, but which was sufficient to afford an idea of what fighting meant should it be required to protect a friend or to destroy a foe. And then the scene rapidly changes, and the bugle sounds "prepare to ram," and the great guns are bound up, and the gunners lay down on deck, to parry the shock; and then the delivery of the passing iron shower into the sides of the enemy, and electricity lending its aid to discharge the cannon, and the "cease firing," and the tars falling back to their stations!

Amidst the din and moving of monster guns, and stalwart sailors, there sat the Governor-General, deeply interested, closely watching every motion of all that was going on round him, asking questions, requesting explanations, receiving information, and fanning himself and thinking!!! What was he thinking about? What a study was his countenance. How little in it to afford a clue of the heart of which sacred science says it is the image. It would be indeed a shocking temerity to endeavour to unravel secret impressions on the mind of that elevated Chinaman, caused by the sight of such perfection in the art of destruction of human life. Some persons feel regret at penetrating into mysteries which afterwards leave but miserable recollections; and how many have exclaimed, "If ignorance is bliss t'were folly to be wise." But of all the paradoxes, problems, or puzzles, of which the Chinese mind constitutes a solitary and unique specimen, nothing more hopeless can be conceived than the attempt to fathom it, or to judge of its vibrations by the ordinary standard of European probabilities. It is like the Gordian knot, only with this difference that it is to be hoped that no sword will be drawn to solve it, and so perchance there may be more discretion used in abandoning a forlorn hope than continuing a profitless investigation. Whatever Li Hung-chang thought of the battery of the *Audacious*, worked by the energy of British tars, may be reserved for another time. There can be no doubt of his feelings of pleasure and contentment when he was permitted to press the spring on deck by which the electric spark flashed to the united broadside of big guns, and by the action of his own thumb he fired them off! It was truly the "mens conscia sibi," not precisely "recti," but of physical power of some sort apparently emanating from himself which produced the thundering roar of the united explosion of the gun charges. Here was all the difference. Whatever indifference was possible at other actions, it became impossible when beholding the effect of his own work. Li Hung-chang permitted himself to appear delighted, and it must be a subject of congratulation that he could so unbend his iron frame as to allow the spontaneous motions of the mind it imprisons, to manifest themselves thus freely.

His visit was now brought to a close, and as he steered away from the iron ship, its guns boomed out a party salute in his honor, and its yards were again manned to remind him that his reception was completed by this emblem of watchfulness. It is needless following him to his home, except with good wishes that the 28th of August may be remembered by him hereafter.

This narrative of what there occurred would be incomplete, if it omitted to record that Sir Thomas Wade, shortly after Li Hung-chang's departure, took leave of H.M.S. *Audacious*, under the salute due to his dignity as representative of the British Sovereign, and with the accompanying manning of yards in his honor. Thus ended another phase in the Chefoo conferences. May its effect be as propitious as was the weather on the day of its occurrence.

BETA.

29th August.

September 11th 1876.

THE CHEFOO CONFERENCES.

It is currently reported that a remarkable discourse was delivered here last Sunday, on the familiar text "Blessed is the man who expecteth not, because he shall not be disappointed." The eloquent orator feelingly observed that, perhaps within the memory of historic man this mystic axiom was never more strikingly applicable than at the present moment, with reference to the entire foreign community resident in China and particularly the branch of them living at Chefoo. He could exempt no one, he added, however humble his position in life might be, from the universal failing, which he lamented to say was so prevalent; and considering that every one from his earliest years had been taught the impropriety and disadvantage of "building castles in the air," he was surprised to find that the lessons of their infancy had been obliterated by the unceasing endeavours of every one to construct imaginary views of the political future, which he felt sure would only end in what the poet had beautifully described as "the baseless fabric of a vision." A great deal more than this fell from the lips of the orator, and the faculty of fancy cannot go much astray in picturing the consternation exhibited in the features of several, whose consciences probably winced under this very punctuated expostulation. But it may be safely affirmed that this memorable lecture has done this much good; it has furnished a topic for conversation which has broken up the monotony of the last week, with its perpetual harping on the same string of the Chefoo negotiations.

The consequence of the discourse has been that a better tone altogether is observable amongst those who discuss the grand question of the day, and instead of an obstinate adhesion to certain theories which have been doing duty as substitutes for principles, admissions have been freely made that such things as mistakes are possible, and that any help towards rectifying them is welcome. The only regret expressed in the matter is, that the Chinese celebrities who are now here were not among the audience, as they too might have derived considerable benefit from the slashing manner in which all ground that was not solid was cut away from under the feet of those who stand on the land of expectations; but they are so well provided with news by their friends here, that doubtless the whole affair has found its way to their minds, and has probably disheartened their prospects of stealing a march on the wary diplomatist who has brought them hither.

Another result of that excellent discourse has been, that as far as outsiders are concerned, the whole position of affairs has been temperately discussed. Disclaimers have been made of prejudices having anything to do with opinions, and in one way or another the sifting and mutual rejection of whatever could be classified under the head of fallacious expectations, has left a pretty clear view of what the irresponsible servants of the public consider the best way of settling the present difficulties. These may be divided into two classes—1st. The advocates of the Rigorous policy—(not the *vigorous*, for that is no longer fashionable), and the serious consequences of such on both Chinese and Foreigners; 2nd. The adherents of the Confidential policy, and the supposed advantages of the same to every one concerned in this Empire. There is a small section of this second class who might also claim to be in a separate category—viz., those who profess to think that the Chinese Government is badly used, and that it must not be embarrassed; and that, whatever happens, China must not be compromised, &c., &c. But no one believes those persons to be sincere in what they say, as it seems so unnatural for men of education to take such views; and there is such a strong probability, if matters arrived at a crisis, of their recovering their right judgment on the question, that it would serve no end to give them a temporary and useless existence as a class or party; and so for all practical purposes they may be enumerated amongst the "Confidentials."

Since the discovery that there are more than four elements in material nature, no surprise need be felt at mixtures existing anywhere else under the guise of unity, and so the "Rigorists" (if they will pardon the term for the sake of brevity) can claim no exception from being considered as a composite body, in more senses than one. There are not only foreigners, but also Chinese amongst the members of the party, and the moral force and the physical force contingents are mustered together with equal determination to carry out the Rigorous policy.

It would be very indiscreet to offer here a complete illustration of what the Rigorous policy is;—like many other schemes for the amelioration of society, it will be more safely defined after it has succeeded; and to be just towards its partisans, it must be confessed that it has hitherto only existed in a confederacy of practical generalities, rather than in a thoroughly digested system to be admired and obeyed. For instance, the impression in the minds of many Rigorists, that China will only yield to the present demands of Great Britain after ocular demonstration that force is behind them and ready to support them, is more a result of what means have been found most efficacious in negotiating with Asiatics, than of a belief in the supremacy of might, not over right, for that is self-destructive, but over reasoning. Experience, with its story of facts and historical repetitions, is urged, to justify the Rigorists' proposed policy with China, and the regret that some display of ready force is not at hand just now, is associated with the apprehension that its absence may engender fresh difficulties, and entail hereafter need of greater power, to obtain what a moderate quantity of leverage would now ensure. Again, the sad conviction that fraud and treachery are essential components of Chinese diplomacy, arises from the well ascertained absence of all esteem of truth in the mind of this Eastern people, when treating with an enemy or even with an opponent. The Rigorists certainly do not question the existence of truth in any branch of the human family; but taking for granted that it must be there, they resent the endeavours made by Chinese to stifle it, and they rightly disregard whatever may be stated by those who are thus combating the vital energy of all compact or arrangement between man and man. What they desire in the present diplomatic conflict is supposed to be, that this habitual falsehood and deceit of the Chinese should never be lost sight of, and if needs must, that it should be brought into use to shame these Easterns, and, acquaint them of the impossibility of confidence in them as long as this spirit of mendacity is not quelled and driven out. Another of the confederated practical ideas embodied in the Rigorists' policy is, the unjustifiable exaggeration of the material power of China, which has been conjured up of late and held over the heads of all foreigners *in terrorem*, as the inevitable avenger of any attempt to enforce our rights. This wretched imposture has been placed in the most conspicuous rank, and warnings have been made to issue from its hollow jaws, of danger to any who shall presume to demand justice of China. The Rigorists resent this ideal strength of resistance being accepted as the reality, and they fail to perceive any sign of prudence in attaching ought beyond a cursory importance to the facts as they are known to exist.

The whole series of our warlike relations with China is held as incontrovertibly proving the counterfeit character of their armaments, and the cowardice of their warriors—and that whatever advances they have made to remedy the former, no adjustment of the other moral side of the case is evident in the slightest degree. Moreover, other defects which it is not worth while particularising, are considered to be fatal elements to the efficacy of their troops against those which could be brought against them. Other chapters of the Rigorists' policy for China have been commented on here during the last week, and kind sympathies have been tendered them under the disappointment which they may have experienced at not being in the ring; and some wholesome advice has also been offered about their moderating if not foregoing their expectations, in order to attain to a blessed state; but one may justly claim dispensation from further allusion to this.

The "Confidentials" have had their turn also in the crucible of criticism, and any gold that might have formed part of their substance has been sorely tried in the furnace. Benevolence pure and unfeigned; Humanitarianism embracing the universal welfare and woes of mankind; consideration and forbearance, and multitudes of other specious virtes, are all arrayed in the ranks of the Confidentials; but it has been observed that whenever an appeal has been made to extend the influence of these sublime feelings to foreigners, either a non-recognition of their existence or an indifference to their grievances, has made the Confidentials turn away their glances from their fellows, and bestow them on the Chinese with fullest sympathy and indul-

gence for them. A significant feature, however, is that the Confidentials observe the strictest silence when they turn away their countenances from foreigners. It is all dumb show. Perhaps the propitious time has not arrived to promulgate their sentiments, and their worldy wisdom is to

But there are certain things about which these affable Confidentials are not silent. They have Utopian theories which they perseveringly recommend, and seem astonished and even disappointed at these not being adopted as "Rules of Court" in the present conferences. The primary remedy they wish to present is "mutual concessions," so as to evince at least a forgiving spirit; and they declare themselves authorised confidentially to assure every one who will listen to them, that the Chinese have forgiven foreigners from the bottom of their hearts all their misdeeds—from Lord Napier's temerity in requiring to be acknowledged as the representative of a Sovereign power, to the pertinacity our present Plenipotentiary! All this, and even more, is ready for our comfort, if only one thing be settled as a preliminary—Let it be clearly understood that there is to be no fighting between China and Great Britain, under any circumstances whatever!

Allow the Chinese to feel confidence in their immunity from war, and concede just a few more restrictions on trade, and retract certain unpleasant demands, and then, *presto!* China will be opened to railroads, and mines will be worked, and telegraphs erected, and improvements inaugurated, and foreigners shall have the pleasure of looking on and seeing all these advances in material excellence turned against them and specially devised to extinguish their political and commercial relations with China. The Confidentials promise foreigners that China will borrow millions, like Russia has done; and some of the party even hold out the hope to Chinamen, that should they make concessions in the conferences, the money markets of Europe will be opened to China. They point out to foreigners the political anarchy likely to result from too great pressure brought to bear on Li Hung-chang—the impending famine, which can only be relieved by peace, and which if unremedied may be detrimental to commerce; and that the Chinese Government is disposed to come to terms, and that it is a pity not to meet them half-way, and that unless a speedy settlement is arrived at, the responsibility of the consequences will lie on some one's shoulders! And besides this, it is the interest of every one to arrange matters peacefully and quickly! &c., &c., &c.

It is possible that, on a more superficial view of the difference between the policy of the Rigorists and the Confidentials, the show of hands here might be in favour of the latter; but all these fine sentiments have had some brusk sifting and testing by the old axiom that, "Deeds, not words" weigh heavier in the balance. These refined theories might possibly pass current at dessert, after the solid courses and "*pieces de resistance*" have been carefully attended to; but to suppose that they could alone suffice to satisfy the wholesome desire of substantial sustenance that is just now required, to make the Chefoo banquet which China is about offering to Great Britain agreeable, is just a little more than could be endured, and it is said that they will not play an important part in the *ménu*. The essential deficiency remarked in all the Confidentials' theories is, the absence of truth on the Chinese side. All the promises in the world from those who have everlastingly broken faith with foreigners, are set down as not being worth the paper they are written on. A thorough mistrust and disbelief in Chinese words, is suggested as the most proper answer to all the fanciful advantages which this people pretend they are going to grant. If the Confidentials could recommend the Chinese to give us some material guarantees, in the cessation of the construction of fortifications where they are not needed except for aggressive purposes; if some territory were given up to be administered by the British Government, so as to exemplify on Chinese soil and in sight of the Chinese Government the beneficial effects of the ameliorations we are entitled to demand; and if full reparations were freely given without the trouble of extorting them from the Emperor; and if an earnest desire were exhibited at Peking to cultivate the friendship of foreigners by admitting them to Court festivities, and on other occasions by showing them courtesy and cordiality, and by throwing open the capital of China to foreign trade in the same way that London is open to the Chinese Trading Company, which the Chinese Government are encouraging to establish itself there—there would be a pledge of reconciliation and goodwill. The Confidentials have been told that they have only shadows to offer; and whatever objection may be made against the Rigorists that they ruffle the temper of Chinese Officials by the rigidity of their suggestions, this can never be so dangerous as the delusive phantoms by which the other party deceive the Chinese, and are drawing them on to disasters.

This endeavour to describe the situation of opinions here, consequent on the expostulations already mentioned, must be brought to an end. Rumour, like the busy bee, is buzzing round, and puzzles one with its hum. Like Dick Whittington listening to Bow Bells, who thought he could discern words in their deep tones, so at times the tongue, or shall it be called clapper, of Rumour, sometimes sounds like words of satisfaction and peace, and anon like the muttering of displeasure at an obstinacy which can only be extinguished by war. The virtue of "non-expectation" is perhaps the only controlling faculty for viewing tranquilly the events now in progress here. It will be a consolation if the promise of the orator who has elicited these remarks be fulfilled by relieving every one from disappointment.

The German and Russian Ministers left Chefoo last week for Tientsin, on their way to Peking. The French Minister and suite left yesterday for the North. Her Majesty's Minister remains here, and has had several interviews with the Chinese plenipotentiary, which are doubtless recorded in the chronicles of the British Legation. No mention is yet made of the departure of His Excellency Li Hung-chang; and from all that has transpired, his stay here will probably be extended further than was anticipated.

EPSILON.

Chefoo, Sept. 5th.

CHEFOO.

The 30th August, 1876, saw an entertainment held at Chefoo such as has never before taken place in the history of diplomatic relations with China. It is a fact sufficiently noteworthy in itself that, for one reason or another, the Ministers of no less than seven foreign powers have found themselves assembled at this usually quiet summer resort, in addition to two British Admirals, and the highest in rank among the public servants of the Chinese Government, the Governor-General and Grand Secretary Li Hung-chang. The occasion, as is well-known, has led to much interchange of visits, both afloat and ashore; and H.E. Li was struck with the happy idea of uniting the entire diplomatic body at a banquet given at his temporary lodging-place, the Swatow Guildhouse, at noon on the day above-mentioned. Owing to the limited nature of the accommodation, the number of the European guests was strictly confined to the members of the diplomatic circle and the two British Admirals. The entertainment consisted of a dinner in both Chinese and European styles, in alternate courses; and the company was composed of the following fifteen individuals, viz:—Sir Thomas Wade, K.C.B., H.B.M.'s Minister, and *doyen* of the diplomatic body; M. de Bützow, Minister of Russia; M. von Brandt, Minister of Germany; The Honorable Geo. F. Seward, Minister of the United States; M. de España, Minister of Spain; Le Vicomte Brenier de Montmorand, Minister of France; Le Chevalier de Schaeffer, Minister of Austria-Hungary; Vice-Admiral Ryder, R.N., Commander-in-chief of the British naval forces in China; Rear-Admiral Lambert, C.B., R.N., commanding the Flying Squadron; M. de Otal, Secretary of the Spanish Legation; and W. F. Mayers, Esq., Chinese Secretary of the British Legation; together with H.E. Li Hung-chang, as host; the envoy-designate to Great Britain, Hsü Ch'ien-shêu; Mr. Tong King-sing, and Mr. Chan Lai-sun, who acted as interpreters.

The banquet was of the sumptuous character usual in Chinese entertainments, and toward its close it became understood that the Governor-General Li was prepared to propose a toast in the foreign fashion. A short speech, which H.E. had himself drafted in Chinese, had been translated into English, and was read to the assembled company by Mr. Tong King-sing, as follows:—

"I now wish to thank my guests for the honour and the pleasure they have conferred upon me in assembling to partake of this poor repast.

September 12th 1876.

"I have heretofore enjoyed the gratification of meeting from time to time most of my guests now present, but I have met them singly at different places. The increased pleasure of meeting them collectively and enjoying a few hours of pleasant intercourse free from the restraints of public business, has been denied me until this time.

"Here, at this port of Yen-tai, beautiful scenery delights the eye and cool breezes give health to the body; it is fitting, therefore, that our minds should be in harmony with the beauties of Nature, cultivating friendship and sincerity as being the noblest traits of human character.

"And applying the same principle to our official duties, I sincerely hope that the nations here represented may always dwell in peace and friendship with each other, like brothers living together; for an ancient sage of China has said, that 'all within the four seas are brothers.'

"I therefore propose this sentiment as coupled with the health of the distinguished guests who grace my table this date."

The health of the distinguished guests present was next proposed.

Sir THOMAS WADE returned thanks for the diplomatic body, and although it may be imagined that the peculiarities of the present state of affairs rendered his position somewhat delicate, he was enabled to dwell upon the good augury for future relations which was furnished by the present assemblage at the invitation of so distinguished a member of the Chinese Government, and this, moreover, on the birthday of the Empress-Dowager, an occasion precisely of the kind of which advantage is taken in the mutual intercourse of all countries, apart from China, to interchange courtesies of the present description. Although among nations, as among individuals, varying interests and different dispositions naturally prevail, experience has amply shewn the advantage which flows from a frank recognition of mutual equality in social and diplomatic intercourse. As it would not, perhaps, be fitting to couple any other name with that of the august Lady whose birthday was celebrated this day, the speaker left it to one of his colleagues to propose the health of the Grand Secretary Li, and himself proposed that of Her Majesty the Empress Dowager."

The toast was responded to by all the guests, standing.

M. de BUTZOW, the Minister of Russia, next proposed "The health of the Grand Secretary Li," dwelling upon his well-known energy and enlightenment, and observing that, whilst his (M. de Bützow's) recent journey from Peking had enabled him to observe the efforts which China is making in the direction of military improvements—which it is impossible to connect with a purely pacific policy—the introduction of new ideas in this respect must inevitably bring other reforms in their train. Appliances of scientific warfare cannot be maintained without a proper system of finance, and this must entail an enlightened system of administration. No one in the Empire, it is universally believed, is more deeply impressed with these truths than H.E. Li, and no one is more anxious to see them carried into effect.

After the health of H.E. had been warmly responded to,

The GOVERNOR-GENERAL proposed, through his interpreter, "The success and prosperity of the British Navy," coupling with the toast the names of Admirals Ryder and Lambert.

Vice-Admiral RYDER returned thanks, expressing the pleasure he had felt on receiving a visit from the Governor-General a day or two previously, on board his flagship, H.M.S. *Audacious*.

A toast in honour of the German navy was next proposed, to which M. von Brandt responded, returning thanks on behalf of the youngest of existing navies, and drinking to the prosperity, in return, of the oldest of existing Governments, that of China. A toast to the French navy, coupled with the navies of Austria and Spain, was next proposed by H.E. LI, with special reference to the gratitude due to France for the services of the naval officer (M. Giquel) who has assisted China so greatly in laying the foundations of a naval service of her own.

M. BRENIER DE MONTMORAND responded to the toast, observing that M. Giquel's chief merit had lain in the earnestness with which he has striven to enable the Chinese to suffice to their own requirements.

In conclusion, a toast was proposed in honour of the Governments of Russia and the United States, which was acknowledged by the Hon. Mr. SEWARD on behalf of himself and his colleague, who had already spoken. Mr. SEWARD, in acknowledgment of the remarks that had been made in proposing the toast on the subject of the Chinese students now in America, dwelt upon the wisdom of the policy pursued in leaving these youths for a length of time in the United States, in order to allow them to become thoroughly proficient in their studies, and expressed his confident belief that on their return to China they will be found most valuable agents in furthering a spirit of international amity. Mr. Seward referred also to the fact that the previous day had been the 34th anniversary of the signature of the Treaty of Nanking, an event which should be looked upon as most fortunate for the Chinese people, in view of the intercourse with the outer world which had been accomplished through its agency.

The entertainment shortly afterwards came to an end, the Governor-General's body guard, drawn up in two lines on either side of the courtyard, presenting arms in the European military fashion as the guests took their departure.

THE CHEFOO CONFERENCES.

It would be difficult to describe the utter demoralisation which has overtaken the defenders of Chinese misdeeds, during the last few days. Instead of the jubilant and blustering defiance of the inevitable triumph of British rights over Asiatic absolutism, which heralded the coming of Li Hung-chang to Chefoo as the great pacificator, a very subdued tone of deferential admiration for international recognition of political equality has become the order of the day among the pseudo Philo-Chinese. And the signing of the Chefoo Convention by the Chinese Plenipotentiary, in compliance with Sir Thomas Wade's demands, has completed the disenchantment which has been gradually going on about the Peking Government being able to withstand the claims of Great Britain for redress. The diplomatic campaign which has terminated in the signature of an *amende honorable* by the Imperial Commissioner, on the Twelfth of September, has certainly not been a lengthy one. Like the military campaign of 1866, which in six days altered the political character of Central Europe; and like the six weeks' conflict between the Gauls and the Germanic Teutons in 1870, the twenty-five days which have elapsed since the landing of Li Hung-chang at Chefoo, on the 18th August, until now, have acquired a certain importance from the rapidity with which the negotiations affecting our future relations with China have been concluded; and although no sufficient information of the exact terms of the arrangement entered into has been elicited, to justify an analysis of its advantages, the presumption is that it fully responds to the requirements of the British Government, such as they have appeared in the Yünnan blue book. It will be remembered that, at the commencement of the Chefoo Conferences, it was made a matter of boast by certain persons that Great Britain, being seriously embarrassed by the European Eastern question, would be unable to insist strongly on any important question with China that would involve us in war in case of non-compliance. It will also be recollected that others insinuated that the Chinese would play a dilatory policy, and protract the time of the negotiations till the season would be too late for us to take coercive measures for accomplishing our purpose; that the Chinese would interest other foreign powers on their side, and through them influence the British Minister to modify his demands; that Sir Thomas Wade would be unable to resist much longer the wear and tear of the excitement and work consequent on the prolongation of the Yünnan discussion; that the demands made on the Chinese Government were so preposterous and extravagant that they would necessarily have to be reduced, and the mere fact of a diminution of any point of dispute would establish a precedent for minimising other claims; and that the one eventuality which could alone be looked on as certain, was an attenuated modicum of concessions which the condescension of Li Hung-chang could offer to the British Minister, and which the latter would gratefully accept. All these delightful visions of Chinese triumph have now disappeared. Whether it has been a change from the parched atmosphere of Peking and Tientsin for the softening effect of Chefoo air and its special element of ozone, which has so often worked wondrous physical changes in desperate cases; or whether any other unknown cause has been at work, it is evident that the value of time has had something to do with the speedy termination of the Conferences, and with the determination of the Chinese envoy to consent to Sir Thomas Wade's pressing demands. One singular circumstance in connexion with the rapid termination of the affair is, that it has been effected without any display of armed force to support our claims. It has been so often urged that the Chinese would only yield when they found themselves in the face of superior strength, that it seems almost incredible to have now attained success without any such appliances being brought to bear on their apprehensions. The only conclusion possible with regard to such a result is, that the present power and influence of Great Britain in the political world are so unquestionably paramount, that the Chinese perceived the mere moral pressure to which they have yielded was but the *avant garde* of a determination not to be trifled with, and of irresistible means within reach to make our rights respected, in case the Chinese had been fatuous enough to delay their acknowledgment.

It, moreover, shows the efficacy of what has been sometimes indiscreetly doubted, viz., a firm and decided policy in dealing with Asiatics. Whatever may have been Li Hung-chang's special and personal motives for concurring with British demands, these can have had no serious importance by the side of the imperious necessity of yielding to Sir Thomas Wade's requests, which the Imperial Cabinet of Peking must have recognised when authorising their special envoy to acquiesce in them. The event which has just been accomplished, discloses also the truth of what many advocates of persistence with China have always maintained was the case, viz., that there would be no danger of falling into a war with China from exacting justice from her, and that all the alarms and warnings of the peace party against exercising pressure in view of its dangerous consequences, were purely imaginary. It has been precisely because the Chinese were given clearly to understand that we would have things settled satisfactorily, and were determined to carry our point, that the whole affair has been concluded without the sword of Great Britain having been unsheathed; and the lesson to be learnt from all this is, that should it again unfortunately happen that China transgresses and needs amendment, we shall be able to administer a cure in the same simple way.

It it rumoured that the case of the Woosung Railroad has been cursorily discussed in the interviews between Li Hung-chang and Sir Thomas Wade, and the impression is that the Chinese propose a solution of the stoppage of the trains by purchasing the road. This is hardly probable, as such a corollary to the Chefoo Convention would throw a most unfavorable shade on its efficacy in establishing friendly relations between China and the subjects of Great Britain, and would no doubt disturb the good effect which it is hoped the Convention will produce in England. If the Chinese expect their professions of friendship to be received and believed in England, it will behove them to carefully abstain from any act which would render them suspected. Such a proposal as that for purchasing the Woosung Railway, would simply mean a desire to get rid of foreign presence and interest in the affair, and it would at once show the cloven foot of Chinese exclusiveness beneath the specious mantle of friendship which has been donned for the occasion of signing what may be called the treaty of peace and amity. No indemnity would compensate for an agreement which would voluntarily surrender our natural claims to do in China what Chinese would be allowed to do in Great Britain; and it is to be hoped that the shareholders in the road will withstand any offer to purchase their birthright for a mess of Chinese pottage. In this case, the shareholders are trustees for the future of Railroads in China, and it will be a great mistake if they abandon the probability, if not the certainty, of a valuable future for some temporary advantage which would be inadequate for any purpose except to establish the fact of the continued aversion of the Chinese Government to foreigners in general.

EPSILON.

Chefoo, 12th September.

September 13th "—

It is very difficult to arrive at a correct estimate of what is going on at Chefoo. Negotiations have not reached a satisfactory conclusion so quickly as it had been hoped they would do when the British Minister and Li Hung-chang undertook to meet and talk over things, at the Northern Watering Place. The question is—what causes the delay? Did Sir Thomas Wade go North with a definite catalogue of requirements, and is the Chinese Plenipotentiary demurring to any of these? or is Sir Thomas himself awaiting definite instructions from his own Government, after the arrival of Mr. Grosvenor in London, before presenting an ultimatum? or has Li to refer to Peking before he can authoritatively accept the programme? The veil of secrecy which the British Legation exerts itself to preserve, is easily penetrated, so far as regards the purport of its demands; but there is no useful purpose to be served by discussing these in detail at the present stage of proceedings. The effect might possibly be embarrassing, and could hardly be beneficial. It is easy also to perceive the conflicting and quasi private interests at play, which our correspondent "Epsilon" satirises; but it is not so easy to ascertain how the two Ministers are getting on with the negotiations; and it is that point which has the keenest immediate interest. A great deal has been said about the diplomatic banquet at which Li Hung-chang assembled the representatives of seven Treaty Powers, and at which mutual expressions of friendship and esteem were the order of the day. Sir Thomas Wade's acceptance of the invitation has been blamed, as mistaken under present relations. It is argued that he should have expressed high appreciation of the principle, but declined the particular event until pending matters were settled; and there is some force in the protest. The proceeding was liable to misconstruction, and has been misconstrued by the Chinese. They say now that Li is cajoling the British Minister, just as they said in relation to the Woosung railway stoppage, that he was dictating to him. For our own part, we attach very little importance to the incident. Sir Thomas Wade's weakness does not lie in the direction of being cajoled by a banquet. What we do more seriously apprehend is lest, after the long career of vacillation which has left us in a worse position than we were a year after the signature of the Tientsin Treaty, it should be difficult to convince the Grand Secretary, and through him the Chinese Government, that England is really in earnest in the present instance. It would be a kind act if some one could open the eyes and mind of Li Hung-chang to the fact that all the resources which he can command against Great Britain are fully known to us; that we have measured the strength and the weak points of China, and that in all human judgment there can be no doubt, should hostilities be the outcome of the present conference, that we shall be prepared to encounter all that can be ranged against us. The next thing is to convince him that we really mean to have what we ask; that neither the menace of stopping our trade nor of personal vexation will prevent the British Government from vindicating its honor by demanding full reparation for what Sir Thomas Wade, in one of his depatches, stigmatised as the "act of war" committed in Yünnan. But the Chinese have been let have their own way so long, have committed so many exactions with impunity; have failed so often to make reparation for wrongs suffered, or for insolence almost more intolerable than material wrong, that we fear whether the Minister under whom these laxities have occurred will succeed, without some display of force, in convincing them that the limit has at last been reached. Accustomed to withhold reparation themselves, while seeing anxious efforts made to meet their own demands, they will be hard to persuade that a point has been at last reached when they are really required to do justice on their side, and to give some earnest of better behaviour in the future. The length to which the present negotiations have been drawn out, and the concessions that have been made in the interval, will hardly tend to convince them of the real rigour of the position. We are persuaded that Li Hung-chang is fully aware war could only end disastrously for China. Not only would her troops be inevitably beaten in the field, and her ships fall like ripe fruit into the hands of an enemy, but the outbreak of war would be the signal for a blaze of rebellion that would quite possibly be fatal to the dynasty. With the exception, perhaps, of one or two of the most ignorant and most conservative of their number, the Peking magnates know that, at the end of a war, they could only be in a worse position than they now are. The question is whether, until they see our soldiers actually in the country, they can be brought to believe that they must yield, or face the alternative.

Sept. 13th '76

September 14th "—

The dinner of Li Hung-chang, as Chinese Imperial Commissioner, to Sir Thomas Wade and the representatives of foreign powers present at Chefoo, is hardly of that exceptional nature which has been supposed. It can, however, scarcely be said that the augury is a good one. Two instances, at least, of a similar nature may be quoted, and it is remarkable that both brought down unpleasant consequences on the head of the Chinese officer, and both were more or less directly followed by warlike measures. The first and most noteworthy, as offering an almost exact similarity to Li's reception of the British Minister, took place on the 27th January, 1841. Subsequently to the seizure of the opium by Commissioner Lin, and the insults offered to the British authorities in Canton, a state of semi-war prevailed. Chusan had been occupied, a British fleet had appeared off the Peiho, and negotiations entered into in pursuance of which Ki-shen, the then Viceroy of Chihli, had been deputed with full powers to proceed to Canton, there to negotiate a treaty with the English Plenipotentiary. In accordance with this arrangement, a truce, pending the final settlement, had been entered into on the 6th November, 1840, between the two powers, and the British fleet and land forces had withdrawn to Chusan. Lin, the Viceroy of Canton, whose over-zeal had brought on hostilities originally, had been recalled; and to Captain Elliott, who had succeeded as Plenipotentiary, the coast seemed clear for settling affairs by negotiations, without the necessity of war.

On the 29th November, Ki-shen arrived in Canton. He had had little experience of the enemy with whom he was now brought into close contact; and at once, on his arrival, showed his disposition to continue his predecessor's line of conduct. Matters continuing in an unsatisfactory state, and the correspondence of the Chinese pointing to a renewed intention to push affairs to the uttermost, it was determined, early in January, 1841, by the British authorities, to try the effect of an attack on the Bogue forts. This succeeded; the forts at Chuen-pu being taken on the 7th without loss to the attacking force. On the following day, it was arranged that the remaining forts should be attacked, and firing had already begun when the appearance of an old woman and a coolie in a sampan with a white flag at stern altered the complexion of events. The old lady was the bearer of a "chit" from the Chinese Admiral, the contents of which so far satisfied the British Plenipotentiary, that he directed further operations to cease, and sent an officer on shore with a despatch agreeing to a truce, and stating his conditions of peace. On the 20th, negotiations had so far proceeded that Captain Elliott issued a circular that the preliminaries for a treaty were already completed. These

included the cession of Hongkong, an indemnity of six million dollars, and the engagement to re-open trade at Canton within ten days. Two curious stipulations were contained in this agreement. The first was—that although Hongkong was to be ceded, the same dues were to be paid as at Whampoa; and the second was a hint that the intention was to move the trade bodily from Whampoa to the new settlement. Orders were sent to Chusan for the British forces to immediately evacuate Tinghai, and everything was done as if a secure peace had been concluded. Captain Elliott, trusted so implicitly to the good faith of the Chinese negotiators, that the very next day a man-of-war was sent to convey two mandarins to the forts at Chuen-pu to receive them back from the British Commandant. The jack was accordingly hauled down, and the dragon hoisted in its place, under a salute from the flag-ship's broadsides. It was under those circumstances that Captain Elliott determined to pay, on the 26th, his visit to Ki-shen, to finally arrange particulars. The place of meeting was settled to be at the Second Bar Pagoda. One hundred marines were sent on board the *Madagascar* steamer, to form a guard of honour to the British Plenipotentiary, while Captain Elliott and staff went on board the *Nemesis*. The two steamers, the first to stem the inner waters of China, passed up to the Bogue, where the party was joined by Captain Rosamel of the French man-of-war *Danaide*. Passing the forts they were saluted with the usual three guns, while the Chinese troops with banners waving manned the banks. A visit of ceremony was paid the next morning, and as soon as the introductions were over, the party was invited to a grand *déjeûner à fourchette*, where everything that the mysteries of Chinese *cuisine* could contrive was in abundance. Ki-shen's demeanour was gentleman-like and dignified, and he expressed his desire to inspect the body of marines which had accompanied Captain Elliott. He examined minutely their arms and accoutrements, and requested they might be put through some of their evolutions. What transpired at the interview afterwards between the Ministers, did not come to light. Captain Elliott announced in a circular that negotiations were proceeding satisfactorily, but warned British subjects against proceeding to Canton. Hongkong was, however, proclaimed a British possession, and arrangements were made for its government. Although Ki-shen was thus studiously polite to the British Minister, it was remarked that he did not return the official visit. He got the Chefoo of Canton to invite him to dine on board his barge, an act of condescension of which doubtless he intended some time to make use. Meanwhile, events did not stand still. Finding that no preparations had been made to open the trade of Canton on the day agreed, the 2nd February, Captain Elliott determined to pay another visit to Ki-shen. Starting on the 10th, on the morning of the 11th he came to anchor a little above the Bogue, alongside the boats of the Imperial Commissioner. Things, however, had changed. The Commissioner was no longer the hearty host of two weeks' previously; his mind seemed dormant, and his heart burdened and heavily laden. Six hours were, however, spent in negotiations, the result of which was, that he succeeded in obtaining from Captain Elliott a further delay of ten days, for the fair preparation of a definitive treaty. It seemed, however, pretty evident that something was going on. Every nerve was being strained to put the Bogue Forts in a condition of defence, and troops were being sent to every available defensive position. The Chinese had meanwhile agreed to return a definite answer on the 18th February, and the *Nemesis* was sent up to receive it. No reply came; the forts were being put in a position of defence, and a warning gun fired from one was the only response. The *Nemesis* returned and reported the state of affairs. Shortly afterwards, the explanation of the altered condition became known. The Emperor repudiated all Ki-shen's arrangements, and directed him to be sent at once to Peking, there to suffer death, with all his family. His goods were confiscated, and he was degraded from all his offices. This dispatch had, it transpired, reached him the very day of his second interview with the British Minister; and his altered manner, badly concealed by a pride too great to display his fall, yet indicated that some unexpected change had occurred. The barbarous punishment allotted to him was not, however, carried out in its entirety; his friends were influential, and death was commuted to banishment. Bye-and-bye, the Chinese Government wanted an able officer in Thibet; Ki-shen, now grown old, was bethought of, and he was found there, as Imperial Commissioner, when the Abbé Huc made his adventurous journey. His characteristic good humour does not seem to have deserted him; and he probably retained some sort of predelection for foreigners, for to him undoubtedly the fathers owed their safety, though they were compelled to leave Thibet. It is said that nearly ten million taels in bullion or coin was found, when possession came to be taken of his confiscated effects.

Scarcely less remarkable was the career of Ki-ying, whose first introduction to foreigners was in conjunction with Ilipu, as joint Commissioner, to negotiate the Treaty of Nanking. A member of the Imperial house, he had been bold enough to inform his master that China was not in a position to carry on a successful war. Events had already shown how well-grounded were his surmises, and the treaty negotiated with him was accepted at Peking, and Ki-ying himself sent to Canton with the rank of Imperial Commissioner. His conduct here was such as to gain in a considerable measure the confidence of both natives and foreigners. He induced Sir Henry Pottinger to sign the extraordinary Supplementary Treaty of the Bogue, which for a time tended to restrict the rising trade of Hongkong. The year after the signature of the Treaty of Nanking, in May 1843, the ratified treaty arrived from England, and Ki-ying, on the invitation of Sir Henry Pottinger, came down to Hongkong with the copy left with the Chinese for exchange of ratifications. His visit was made memorable by his dinner with the English Plenipotentiary. Ki-ying so far unbent himself in following English custom as actually to sing a song after dinner. These things were not, however, to be submitted to at Peking. The immediate smart of the war went off, and the old plan of keeping the foreigners at a distance was again to be tried; so Ki-ying, like his predecessor, was recalled and disgraced; yet, for one moment, he again appeared on the scene. During the conferences previous to the signature of the Treaty of Tientsin, a third Imperial Commissioner suddenly presented himself. It was evident that Ki-ying had been sent as a sort of a forlorn hope, by his former knowledge of Europeans to soothe down the savage heart of the British Plenipotentiary. Unfortunately for Ki-ying, his report to the Emperor on his management of foreigners at Canton had fallen into the possession of the English at the capture of the city, and was now exhibited to him. Poor old Ki-ying saw his game was up, and retired as suddenly as he had appeared. His end was tragic. He was condemned for leaving his post without leave; and four Mongol princes were sent to persuade him to commit suicide. It is not difficult, with the career of the two former Commissioners before us, to understand some of the steps taken by Li. He has been forced to tell the truth about the unpreparedness of China for war, and has had, like Ki-shen, to leave his viceroyalty of Chihli to go to a distant point to meet a British Plenipotentiary with well founded causes of complaint. If he fail to soothe him, he knows he must give in, or fight. He fears the effect of the former, as his difficulties will be forgotten by an ignorant and ungrateful Court; and he knows full well that on his shoulders will be laid the blame, in case his warlike preparations should prove useless. The story of his two predecessors is certainly not reassuring.

Sept. 14th 1876.

September 15th 1876.

Our readers will learn with satisfaction that the negociations which have been in progress since the beginning of the month, between the Governor-General Li Hung-chang and Sir Thomas Wade, have resulted in an agreement which, at the time the *Paouting* left Chefoo, only awaited signature to wind up the long-pending difficulty. Some little time may elapse before the details become fully known; but it is understood that, in addition to satisfaction for the Yünnan outrage of February, 1875, in various forms, including compensation to the family of Mr. Margary and other sufferers,—redemption of the guarantees given last autumn on the subject of official intercourse, and the rectification of commercial grievances, has been obtained. Under the first of these two heads, an improvement in the judicial system in cases where foreigners are interested is included; and, as the most satisfactory feature of all, the opening of the port of I-chang and three other places as Consular ports, together with six subsidiary places of call for the landing and shipment of merchandize along the Yangtsze, between I-chang and Chinkiang—this opening to take effect within a limited period—constitutes the most prominent feature of the commercial agreement. It was believed that the convention, embodying the stipulations agreed to, would be signed on the 12th or 13th inst., after which Sir Thomas Wade and H.E. Li, with their respective staffs, would leave at once for the North.

The precise nature of the reparation to be afforded for the Yünnan outrage is not yet clearly known; but it was believed that, in addition to the expression of regret to be embodied in the letter to the Queen to be carried by the Chinese Ambassador, a public expression of regret in the *Gazette* was among Sir Thomas Wade's requirements. Surprise will be felt that the punishment to be awarded to Margary's murderers is not mentioned, and that omission was the first thing commented on when the news became known. This, as well as other circumstances, remains to be explained when we get fuller information. The ports of Wuhu, on the Yangtsze above Nanking, Wenchow on the Chekeang coast between Ningpo and Foochow, and Pakhoi on the west coast of Kwantung, are believed to be the three ports to be opened. People are naturally most anxious to learn the precise details of the arrangement for rectifying commercial grievances. The exemption of foreign imports from lekin taxation, within the limits of treaty ports, was likely to be made one of the conditions; opium, however, to pay a fixed additional rate within those limits. It is reported, too, that an arrangement in the sense of Sir Rutherford Alcock's proposal, for the relief of foreign goods from any inland taxation whatever, on payment of a commutation before despatch from the port of entry, has been adopted; and this will probably be the feature which will be most questioned. If the goods could be really freed for a moderate commutation, well; but what guarantee have we that the squeezes will not continue, and the duty so levied prove simply an additional tax? The opening of trade with Yünnan was one of the points assented to last autumn, and the appointment of Consular agents at Yünnan-foo and Chungking is believed to have been required as a complement to that concession. It is obviously premature to pass any definite opinion on the terms of the agreement, till we are more fully acquainted with the details, and we must repeat that we are without further authentic details than are to be found in our first paragraph, though we believe the surmises on which we have ventured will be found not far from the truth. There remains, we presume, still the formality of obtaining the assent of the Regents, but they will hardly venture again to repudiate the act of their Envoy.

Sept. 15th 1876.

THE CHEFOO CONFERENCES.

There is an end to all things, and the transactions of the last few weeks form no exception to this general rule. A great weight has been removed from the minds of the responsible representatives of the two great Powers engaged in the settlement of the difficulties between their respective Governments; and if one can judge from their several self-congratulations, they seem mutually satisfied at the result arrived at. There is, however, a future tense to every verb; and as the negotiations which seem closed have to undergo the ordeal of approbation by the sovereign Courts who are concerned in them, there is always a degree of uncertainty or probability enveloping the ulterior acceptation and confirmation by the authorities at Peking, of what has been so happily concluded here; and in addition to this, there is also the dubitation arising from the possibility of the Chefoo Convention not meeting the exigencies of the British Government, when it shall be fully made known to the Cabinet of St. James'. Although, according to the received custom of Governments, the sanction of the acts of their agents is a matter of course, some exceptional circumstances may arise which may have been unforseen, and until the horizon of the future is clear of such possibilities, a certain disquietude is quite justifiable, as to whether the conclusions are veritably the last word and the solution of the differences which were of sufficient gravity to bring China and Great Britain within the verge of war. This is a serious question, and well worth thinking about, but at the same time it is not half so important as the thought of the probable future result of the Chefoo Convention, supposing that it is ratified by the Powers interested in it.

Before, however, this prospective problem is considered, it may be as well to describe the last features of the situation of Chefoo, so as to leave on record the events which, in appearance, terminated the period that has created such stir here and elsewhere. The document in which the Plenipotentiaries of Great Britain and China agreed to regulations and concessions for the future mutual relations of their respective nations, was formally signed on the 13th September, and on the same day the French Admiral came ashore to make a complimentary visit to His Excellency Li Hung-chang. On the 14th September, the Grand Secretary went on board the French ironclad frigate *Atalante*, and was received precisely in the same way as he had been received on board the *Audacious*—salutes, manning yards, and military music. Nothing remarkable happened during the visit, except that one of the Chinese military suite of Li Hung-chang, who is a Frenchman named Pinel, and now invested with the rank of General in the Chinese army, but who formerly had been a trumpeter in the French army, attracted attention by conversing with the French officers in their own language, much to their astonishment and to the great satisfaction of Li Hung chang, who at once nominated him as his interpreter. Although the *Atalante* is a smaller vessel than the *Audacious*, the perfect order of everything on board, the fine appearance of the crew, the excellent and long range of the artillery, the number of Naval officers in uniforms with epaulettes, the dignified bearing of Admiral Véron, the Commander-in-chief of the French naval forces in China, and the courteous manner in which the Chinese Plenipotentiary was received, produced, it is said, a most favorable impression on his mind, and he returned to the shore with agreeable souvenirs of his reception afloat. Before taking leave of the French Admiral, he exploded a torpedo at some distance from the frigate by electricity, and expressed great pleasure at this feat.—Li Hung-chang during his stay here has thus had an opportunity of seeing the best specimens of the English, French and German navies

continued on next page.

China waters, and no doubt he has ken note of all he witnessed on board of em, and has made his own reflexions as how many years it will take for China get a fleet of similar war-ships. It is be regretted that the United States gship *Tennessee* was not here during e stay of the Chinese Envoy, as it would ve strengthened still more the impres- on of the power and fighting capacity of e Western nations, and would have mpleted the quiet lessons for inculcating is knowledge in the minds of Chinese tesmen by letting them see these realities, hich may be very useful in consolidating r relations here.

Li Hung-chang before leaving Chefoo de- oted a few hours, on the 15th September, inspecting the native troops and artillery, which have been drilled here by a German ub-officer during the last year. The review took place at eleven o'clock in the forenoon, on the west beach near the race course, and the whole place was alive with banners of different fantastic colours, and the soldiery in blue and scarlet uniforms. A good deal of firing was got through, and exercises of manœuvres, and some shooting at targets both of small arms and cannon, but the practice did not seem so accurate as it was on occasion of the inspection of the same troops by the Governor of Shantung, last spring. After this military display was over, Li Hung-chang paid his farewell visit to Sir Thomas Wade, and embarked on board the *Fungshun* for Tientsin, with the same ceremonies and honors which had welcomed him on his landing here on the 19th August. By five o'clock the Chinese Envoy's steamer with its escort of gunboats was steaming out of the harbour; and shortly after H.M.S. *Vigilant*, with Sir Thomas Wade and his suite, and Vice-Admiral Ryder, and several naval officers on board, left Chefoo for Taku and Tientsin, where the whole of these distinguished personages will be joined by Rear-Admiral Lambert, who went to Taku in the *Immortalité*, and they will then proceed to Peking. Chefoo has thus subsided into its normal state, and no doubt feels itself extremely honored and increased in importance by the distinguished gathering which has been held on its soil.

The contrast between the present quiet and the recent excitement invites one to pause and reflect on what has happened between the 19th of August and the 15th of September, and to reflect upon what good or gain, or otherwise, has resulted therefrom to British interests in China. It may not then be amiss to cast a look on the past, and another on the future, and examine them by their mutual light. The first thing that suggests itself is, what was the object in the negotiations arising out of the murder of the Margary and the attack on Colonel Horace Browne, and has that object been attained? The Queen, in her speech to Parliament, in August, 1875, assured the British nation that "no effort would be spared to punish the instigators and perpetrators" of the outrages in Yünnan, and in the speech at the opening of the session of Parliament this year, Her Majesty declared negative results on this point of the Chefoo Conferences. It has been said that the convictions of Her Majesty's Government that the enquiry and mission of Mr. Grosvenor to Yünnan would lead to the punishment of the offenders, were premature and groundless—that it has been found impossible to discover and identify the perpetrators of the Yünnan murders, and that consequently the British Government could not accept the execution of unconvicted Chinese in satisfaction of its claim, lest it should be an accomplice in the unjust death of the unfortunates who would be executed in the place of the real criminals—that this dilemma involved the withdrawal of our demands for the execution of the murderers, and that, as the only thing which remained to insist upon was the punishment of the "instigators" as promised in the Queen's speech, this could not be enforced as it would necessitate the decapitation of some of the members of the Tsung-li yamên, whom Sir Thomas Wade in his despatches of last year clearly identifies as the persons responsible for all that has occurred. Before such a possibility, the negotiators no doubt stood aghast, and asked each other whether such an execution was obtainable; and they seem to have agreed that it had be better left alone. It would have been better to have never commenced the negotiations with a demand for the punishment of the instigators, than to have renounced insisting on it at their end. In former times the maxim was "Fiat justitia, ruat cœlum," but the times are altered since then, and it is now the turn of justice to allow something else to be held in preference.

The only thing which the British Minister seems to have thought feasible under these critical circumstances, was to obtain material guarantees for the non-recurrence of any such outrages on British subjects in Yünnan—and the Chefoo Convention is supposed to have secured these. They consist in the province being thrown open to trade from the Burmah side, and that another mission from India may enter China by that route, and that a British Resident may dwell in one of the principal cities of Yünnan, where he is to have certain powers and authority for defending and securing British merchants and others who may travel thither, from farther attack. This right of having a Resident is, however, only to last for five years, and after that, our relations with that part of China are to be placed on a basis which is to be mutually agreed upon at the end of the term. This point of the opening of Yünnan to trade, and the appointment of a Resident is, *per se*, of great importance, however little it may serve to directly compensate for the murder of Mr. Margary, or to fulfil the promises of the Queen's Speech. It will certainly be the beginning of a stream of British influence on the western side of the Chinese Empire, and should it lead to disputes or difficulties, which under the circumstances is very natural, it may be assumed that these will be mainly due to Chinese treachery and arrogance, and that terested in their maintenance, there can be but one view of their good results.

Another very important advantage secured by Sir Thomas Wade in his negotiations with Li Hung-chang, is the opening of several new ports to our commerce. The access to the upper Yangtze which Ichang affords, promises much increase of trade in that direction, and the seaboard ports to which our vessels will be admitted will give further development and employment to them. It is only by throwing open the native coasting trade to British and other foreign vessels, that we can expect to keep our share of it against the competition of the Chinese Steam Company which has been started under the auspices of the Peking authorities and of Li Hung-chang himself, for the purpose of ruining our shipping business in this quarter of the globe. It will no doubt appear very strange that the Chinese Government with one hand bestow privileges in favor of our steamers trading on its coast, and with the other hand endeavour to destroy what they have granted. China was always the country of paradoxes, and in the present instance it is specially so. So long as the coasting trade is confined to a few ports whose means of traffic is easily supplied by a few vessels, the entire amount of steamer tonnage employed being comparatively small, allows of competition by a moderate outlay of capital; and hence it has been a matter of no surprise that the Chinese have readily organised the small fleet of commercial steamers which compete at the few ports opened, for the freight hitherto exclusively carried by foreign owned vessels. But when the whole coast will require adequate steam-transport for conveyance of its produce to and fro, a greater number of steamers and more capital will be required than possibly the Chinese Government may like to see invested in an enterprise that will attract stronger competition from other countries. The opening of the additional coast ports is a great advantage to the steamer companies, and may greatly enhance the value of their earnings.

The improvement which we are told is to be brought about in the judicial system, where foreigners are concerned, points to an important reform; and the recognition of the Supreme Court which is said to be imported into the Convention, will obviate the difficulties that have more than once arisen with the Chinese where actions in which they were the complainants had to be brought before it.

It is to be regretted that, while steps were being taken to increase our points of contact with the outer crust of China, some interest was not shown in completing the good work by bringing our commerce in connexion with the world of China which is concentrated at Peking, by opening that capital to foreign trade. The direct and indirect influence of foreign trade being openly recognised and carried on at Peking, would be a most efficacious means of familiarising Chinese from every part of the Empire who congregate there, with

murder of the Margary and the attack on Colonel Horace Browne, and has that object been attained? The Queen, in her speech to Parliament, in August, 1875, assured the British nation that "no effort would be spared to punish the instigators and perpetrators" of the outrages in Yünnan, and in the speech at the opening of the session of Parliament this year, Her Majesty declared that her Government was convinced that the "present enquiry would lead to the "punishment of the offenders." It may be therefore safely assumed that the object of these Chefoo conferences was to accomplish the hopes held out by our Sovereign to the British people, that the Chinese should be punished for the murder of Mr. Margary and the attempt to massacre our mission to Yünnan. The convention, or agreement, or whatever it may be called, between Sir Thomas Wade and Li Hung-chang, from the little which is known of its stipulations, has not, certainly, fulfilled the letter of these expectations. It would even appear that the unsparing efforts to punish the instigators and perpetrators of the outrages, on which so much stress was laid, have ceased to be exercised, and that the resolution to exact redress from wrongs has fainted away. All that has been obtained is that an expression of regret shall be conveyed to England by a special Imperial Embassy for what the Chinese have done, much in the same way that Chung-how was deputed to go to France, to mumble a few unmeaning words of sorrow for the Tientsin Massacre. It was said last year, at the commencement of these negotiations, by some one well qualified by his position to know and to speak of what was going on, that China would never grant any greater satisfaction to Great Britain than she had granted to France or any other power, and it is well-known that the Chinese Government was warned of the retrospective consequences of any concession in this affair which would make it appear that China was more obsequious or made greater concessions to Great Britain than she had done to France. It is also well-known that this comparative judgment of the past and the future treatment of insults to western peoples had been kept constantly before the Chinese Government, and the fear of their having to atone for the Tientsin massacre in the same way in which they would be forced to atone for the Yünnan outrage has been all along a very strong motive with them in resisting any concession to Great Britain beyond a verbal apology and the execution of a certain number of its subjects, who would be sacrificed without having had any part in the Yünnan crimes, to die as if they were the real culprits. It has come to pass precisely as was predicted last year, that England would not gain one step in influence over the French or any other nation by exacting the punishment of criminal mandarins. It will doubtless be matter of satisfaction to the French to find that we have not been able to get better terms than they did, when they complained of the murder of their citizens; but it will not be equally satisfactory to the British nation to find that, after such strenuous pretensions of exacting the punishment of the Yünnan murderers, the result is simply a failure to do so.

Certain reasons have been allowed to transpire as the justification of the [illegible] serve to directly compensate for the murder of Mr. Margary, or to fulfil the promises of the Queen's Speech. It will certainly be the beginning of a stream of British influence on the western side of the Chinese Empire, and should it lead to disputes or difficulties, which under the circumstances is very natural, it may be assumed that these will be mainly due to Chinese treachery and arrogance, and that the punishment of them which will not be difficult from our contiguous Burmese frontier, and that the consequence will be a still greater extension of our influence in that quarter. Indeed it may be predicted that the results of the Yünnan murder will be more costly and disadvantageous to the Chinese Government than if they had let Mr. Margary and Colonel Browne come and go in peace; and it is right and just that it should be so, as a true Nemesis for the Emperor's misdeeds. From Yünnan Fu to Chungking Fu in Szechuen, a chain of mercantile traffic will be formed, and each link will fortify our interests in those countries.—Another great advantage likely to be derived from our entry into Yünnan in the probability, if not certainty, that the French will demand and obtain similar rights of ingress into Chinese territory from their Tonquin and Cochin-China possessions, and that French residents and traders will appear side by side with the British pioneers of commerce and influence, and augment the pressure of western ideas on the adjacent provinces. There is no reason why the French should not demand a right of trade and a resident in Quangsi, which is on their north-east frontier, and establish themselves at Nan-ning-fu, from which they would command the whole of the river course to Canton; and there is good reason for their own interests why they should ask for it. It is to be hoped that France will not forget to avail herself of the privileges which Great Britain has gained for other nations who may desire the consequences of the favored nation clause.—There is also another effect of the Chefoo convention which is possible, if not probable, and which cannot be passed over in silence. Russia, on the north, cannot and will not see with satisfaction that China is being tapped by Great Britain and France, while she is excluded from extending her commerce and influence in her neighbouring provinces of Shensi and Kansuh. Russia will have as much right as other powers to share in this frontier overland traffic, and when she moves forward to claim her right China will be nearly encircled by western powers; and she will find her only strength and protection against their disintegrating influence in the adoption of such measures as will satisfy the progressive and fresh ideas of her own subjects which they will learn from this intercourse, and in making her financial and administrative position equal to the occasion, and in keeping on friendly terms with them all. A new era is commencing for the relation of the western powers with China, and one pregnant of consequences that it may be inexpedient to touch upon. Perhaps Great Britain, in foregoing the punishment of the murderers of Mr. Margary, has achieved a greater victory in the opening of China on its west and north side than the negotiators can possibly anticipate. Everything will depend on the firmness with which our new privileges are used; and with sagacity and strength on the part of the Indian Government, which is deeply interest was not shown in completing the good work by bringing our commerce in connexion with the world of China which is concentrated at Peking, by opening that capital to foreign trade. The direct and indirect influence of foreign trade being openly recognised and carried on at Peking, would be a most efficacious means of familiarising Chinese from every part of the Empire who congregate there, with our products and manufactures and our customs and ideas, and if we are to live at amity with China the sooner this is accomplished the better. The chief defect in the Chefoo convention with regard to mercantile interests, is that it has not opened Peking to British commerce. Another notable deficiency occurs in the absence of any provision about introducing railways for facilitating intercourse with the interior of China; and this is all the more remarkable, as the occasion seemed propitious for inducing the Chinese Government to take this progressive step, which would be so mutually beneficial.

All this is in the future, and it appears with all the enchantment which distance lends to everything. The present is not so bright, but it is not certainly the mercantile interests which have any reason to complain. There cannot be the slightest doubt that, as far as pen and ink goes, they have gained considerable advantage by the Chefoo negotiations. It would appear even that the political question has been lost sight of or merged into the commercial view of the case, and that the murder of Mr. Margary has been made a mere pretext to increase our trade relations with China. It might have been more in accordance with the honor of Great Britain, had the political question been settled separately, instead of having the Yünnan outrages which concerned the two Governments, mixed up with discussions on Lekin and Transit Dues and Opium; but the British Government doubtless thought it well to seize the opportunity to insist on our commercial grievances being redressed at the same time, and most fortunately they succeeded. The Chinese will nevertheless possibly adhere to their old ideas that all we want with them is trade, and that as long as we can get that, our national dignity may be bought and sold, as our manufactures are. It would, perhaps, be too hard to say that the Chefoo convention has placed trade interests before the prestige and honor of the British crown, but the idea forces itself upon our minds that it has not given the prominence to the political side of the question which it merited. No doubt there were difficulties in the way of a settlement such as would have placed the British Government above all question of its dignity being endangered, but the means at hand to ensure the acceptance of almost anything by China, appear quite equal to have surmounted all obstacles but the sheer impossible. The Chefoo convention, such as it is, has contributed its share of good to the general cause, and as such it should be received with thanks; but it remains to be seen whether it will meet a better fate than the treaty of Tientsin, which has been violated ever since its signature; and besides this contingency in China, there remains another question as to how far it will meet the approbation of the authorities at home, who may view the failure of their political promises to Parliament being recorded in its stipulations, as sufficient ground for refusing its ratification.

THETA.

Chefoo, 18th Sept.

September 30th 1876

THE CHINA MAIL.

HONGKONG, SATURDAY, SEPT. 30, 1876.

THE result of the important negotiations undertaken with the Chinese Government by Sir Thomas Wade have naturally excited the liveliest discussion and criticism on the part of British subjects in China generally, and we have taken some pains to ascertain the views of the mercantile community of this port in regard to the terms of the arrangement so far as they are known. Enough has now transpired to justify us in stating the impression that has been produced by this latest effort of British diplomacy. It is most desirable that the home Government be placed in possession of these views pure and simple. As Earl Carnarvon some time since observed, the merchants of Hongkong possess a reputation for experience and judgment that makes an expression of their opinions valuable. In this case they are almost unanimous in coming to the following conclusions:—

The first article of the convention, agreeing that an Imperial Edict on the Margary affair, approved by Sir Thomas Wade, shall be published throughout the Empire is held to be entirely satisfactory, as also the second article providing that Consular officers shall see the condition enforced. Regarding the indemnity, opinions differ, but the majority are of opinion that the expenses of the Flying Squadron and of the Grosvenor's Expedition should rather have been exacted, than an indemnity which, in Chinese eyes, will seem like "blood-money." The expenses of Colonel Browne's expedition, on the other hand, seem hardly chargeable to the Chinese. Regarding the embassy to England it is viewed rather as a step towards a closer intercourse than as any hard condition on China. The agreement to settle all outstanding claims by British subjects is fully approved, though to our own thinking this should not have been included under the heading of "the Yunnan outrage." It tends, like the indemnity, to make the Chinese think that murder can be atoned for by material benefits to trade, and this we think is a mistake. It is, however, undoubted that merchants generally approve the condition in itself.

As regards diplomatic relations between the two countries, the establishment of a *bonâ fide* foreign board, the recognition of the Supreme, and reorganization of the Mixed, Courts at Shanghai &c. no hostile criticism finds utterance. It is naturally to the third set of conditions—those affecting the future of foreign commerce—that the mercantile mind directs its chief attention and most elaborate criticism. And firstly as regards the opening of new ports. Strange as it may appear, all whom we have consulted, with scarcely an exception are dissatisfied with this arrangement. Either, they say, let us have only the present open ports or let the seaboard be thrown open in its entirety. New ports mean merely a greater diffusion of foreign interests and consequently less concentration of trade and profit. We are not sure that this view is correct. China is sufficiently large to admit of new trade centres and their establishment will to some extent relieve the over-crowding now visible at the usual places of trade. Still we must record the fact that but little importance is attached to the concession by most people resident in the South. The new landing places in the Yangtsze will of course prove useful. The promise to establish a uniform system of transit passes would be regarded as more satisfactory if it were not coupled with an ugly rumour that the lekin tax is either to be left as it is or increased. The convention states that it is to be hereafter dealt with, but this bears an adverse interpretation. Sir Thomas Wade may see fit to make concessions in that direction which will nullify all the advantages otherwise gained We must of course wait for further details before pronouncing too certainly, but we cannot avoid expressing a fear that the rumour above noticed will turn out to be correct. Chinese information states that Li Hung Chang was told that the lekin was the only point upon which there must be no concession, and if this be so, the apparent gain may turn out to be very like a loss. As regards the two other matters agreed upon, they almost exclusively affect Shanghai in their immediate results—the enlargement of the limits of its settlement and the sale of the railroad to the Chinese. This last action will only be objectionable if it simply covers a device to exclude railroads from the country. If as we imagine, the Chinese really intend to work and extend it, the condition will probably prove of immense value to the future of the empire. We have always held that the Chinese feared foreign control, more than locomotives or iron roads, and that once freed from that fear they would be willing to give the railway a fair trial. We may of course be wrong, but private information from native sources justifies us in adopting a more hopeful tone than is generally taken on the subject.

So much for the actual conditions. But whatever may be said as to their advantages or otherwise, there exists an unmistakeable feeling on the part of nearly all foreigners in China that their honourable fulfilment is, in the absence of a material guarantee, something more than doubtful. It is generally felt that some obvious hostage for Chinese good faith should have been demanded—either the Taku forts, Chusan, the Bogue forts, or some other well-known place should have been handed over to us until every stipulation had been fulfilled. It is mysteriously hinted in our Shanghai contemporaries that Sir Thomas Wade has obtained something in the shape of a guarantee, but unless it takes the shape of the Customs' revenue from some one of the ports, it is difficult to imagine what it can be. Anything in the shape of money should have been pointedly refused. What is wanted is not to convince Li Hung Chang, or the Peking Government, but the officials and people at large, that we will not stand being trifled with, and that we intend to enforce our terms at all hazards. No doubt, as a writer recently remarked, such an arrangement would be "insulting" to China. But the experience of fifteen years demands that we take the only known means of enforcing good faith. It is greatly to be feared that before the conditions of the convention are carried out fresh cause of dissatisfaction will arise. Assuming the absolute good faith of the Peking Government can we assume its power to do all its promises? How have transit passes been respected hitherto? Is there any reason to suppose that provincial authorities will prove more compliant in the future than they have been in the past? Nor must another fact be lost sight of. In neglecting to take a material (*i.e. territorial*) guarantee of good faith, we are actually weakening the hands of the Chinese Government. So long as it can say to its subordinates "The hand of the foreigner is at our throats and you must either carry out their demands or share our downfall" it is safe from popular riot on account of its alleged pro-foreign feeling—a clear gain in an empire like that of China where custom rather than real power keeps the officials secure.

These forbodings may of course be unnecessary. Sir Thomas Wade thinks them so, but nine out of every ten men here think they are not. Had Li been told that the time for promises, without the heaviest guarantee, was past, it is quite possible that there would have been no "failure" in securing the punishment of the Governor of Yunnan. To our mind that was of more importance than the whole of the so-called trade concessions; as had it been secured the Chinese would have learned a lesson which would have rendered future negotiations on commercial matters easy in the extreme. Sir Thomas Wade has after eighteen months obtained about one half of what should by rights have been enforced within three months of Mr Margary's murder.

SPIRIT OF THE LOCAL PRESS.

The *Press*, again commenting on the reported conditions of the settlement arranged at Chefoo, says that it would appear that Li Hung Chang has, on his part, conducted the negotiations with considerable skill, and it is to be feared that if he has won little he has managed to concede little in fact, although at first blush it may seem a great deal. The more our contemporary ponders on the subject the more reason there appears to apprehend that the advantages secured by the new treaty will not prove to be of so sound a character as was first hoped, but that like the apples of Sodom they will turn out fair in seeming only. To be plain, the opening of more ports without a reform in the system of taxation will be a delusion and a snare. It trusts that that the report that Sir Thomas Wade has practically recognised the right of the Chinese to impose lekin is not true, and that the reported sale of the Woosung Railway to them is nothing more than a rumour.

October 3rd 1876.

THE CHEFOO CONVENTION.

The *Shen-pao* published, yesterday morning, a Chinese text which bears every appearance of being a fairly correct version of the Chefoo convention; and the *Courier* gave, last evening, a translation of a portion of the document which we copy from it this morning, with every acknowledgment to our contemporary for the reprint. The translation bears marks of being hastily written, but evidently gives a fair impression of the original. A translation of the remainining portion of the document (which refers chiefly to the commercial stipulations) we shall publish to-morrow.

Section I.—*Satisfaction for the Yunnan Affair*:

1.—The Minister Sir Thomas Wade determines that a special Memorial shall be drawn up, called the Yunnan Case Memorial, the general tenor of which shall be discussed and settled with him—(Sir T. Wade). The Memorial shall then be presented to the Throne, as emanating either from Li Hung-chang or the Tsung-li Yamên: but before memorialising, the copy of the Memorial must be handed over for the inspection of the British Minister, and the terms of it jointly discussed to his satisfaction. After the memorial has gone forward, and a copy of the Edict has been issued in reference to it, the Tsung-li Yamên will take a copy of both and present it to Sir Thomas Wade. It will also be the duty of the Tsung-li Yamên to issue instructions to each province to have this memorial, with the Edict, duly embodied in Proclamations; of which action Sir Thomas Wade will also be informed. Sir Thomas Wade will then reply to this communication, and give notice that, within two years, the British Minister residing at Peking will send officers to go in different directions to all the provinces to inspect and enquire about the Proclamations so issued. The British Minister at Peking will also probably instruct the Consuls residing at each port to confer with the high local officials for the despatch of *wei-yuens* to accompany the English officials in their inspection.

2.—When memorialising the Throne in reference the Yunnan affair, the Imperial instructions to the Fu-t'ai of Yunnan will also be desired, respecting the rules and regulations to be established for tradal intercourse across the Yunnan-Burmese frontier; requiring him to wait until officials deputed by England shall arrive in Yunnan, when he shall select able and experienced mandarins of rank to settle these affairs with them.

3.—Beginning from the 1st January next year (English Calendar) corresponding to the 17th day 11th moon 2nd year of Kuang-sü, a period of Five Years shall commence, within which England shall choose and depute officers to reside at Ta-li Fu or any other suitable place to investigate and keep an eye upon commercial matters; with a view that, when regulations for trade are once settled, there may be some basis for drawing them up finally. These resident officials shall also from time to time, as occasion requires, confer with the officials of Yunnan, on questions affecting English officers and people. It will be for England to deliberate and settle a date, whether at or before the expiry of the Five Years, for the opening of commerce. In reference to the decision of last year as to an officer being deputed by India to go to Yunnan, passports have already been issued; and it will remain with the authorities in India to take action at a suitable time.

4.—The sum of Tls. 200,000 Hai-kuan sycee, will be set aside by request of Sir Thomas Wade, for the satisfaction of the following claims: an indemnity to the families of the officials and other parties who suffered damage in Yünnan: for all expenses incurred on account of the Yünnan expedition: and for the settlement of all cases hitherto pending, previous to the 2nd year of Kuang-sü, in which English merchants have been adjudged entitled to compensation. Sir Thomas Wade has arranged to take charge of this sum, from which all these claims shall, from time to time, be defrayed.

5.—After the present clauses, finally settling the Yünnan question, shall have been ratified and sealed by the Imperial Court of China, the Ambassador appointed [to go to England] shall at once start on his journey. Previous information will be given to Sir Thomas Wade of the rank and standing of the Minister Designate and his staff, in order that he may communicate with his country. A copy of the letter with which the Minister shall be accredited, shall also be sent first to Sir Thomas Wade for perusal.

Section II.—*With Reference to Intercourse between Officials.*

Note.—This question refers to the etiquette to be observed between the Minister and staff at Peking, and Consuls and others at the ports, and the Chinese authorities. Also to the trial of cases and business between officials.

1.—It is on record that on the 11th day 9th moon 1st year of Kuang-sü, the Tsung-li Yamên in a memorial to the Throne, stated that the cultivation of talent among officials for dealing with foreign matters is not done alone with reference to the conduct of foreign intercourse in China; but also with a view to the accrediting of representatives to foreign countries. Whereas in reference to personal meetings between officials of the two countries, interviews and despatches, there are several points of an unsatisfactory nature, certain regulations should be drawn up to avoid future misunderstandings and discussions. It is therefore hereby decided that the Tsung-li Yamên shall address each of the the Foreign Ministers residing at Peking, requesting that they will unite in settling a Code of Etiquette, in the hope that the ideas of Chinese officials in meeting and receiving foreign officials residing at the different ports in China, shall coincide with the customs prevailing among foreign nations: and moreover shall be similar to the reception of Chinese officials, abroad, by foreign countries. From the fact that China is at present sending a mission abroad, the immediate settlement of this Code is the more urgent.

2.—In the 16th clause of the Treaty settled with England in the 8th year of Hien-fêng, it is provided that English people acting illegally shall be punished by England: Chinamen insulting or injuring Englishmen shall be punished by the local officials of China. Affairs between the two countries must be jointly and equitably adjudicated in the interest of right. In the English version of the original treaty, it is written that English people who offend against the laws shall be punished by English Consuls or any other able English officials appointed for that purpose. According to the Chinese version the word *England* only is used. But England has now framed a very effective and minute mode of procedure, having deputed a Judge residing at Shanghai and established a Supreme Court, in order to carry out the Treaty stipulations for the settlement of lawsuits. At present England is making such slight modifications in the method of procedure established, as may be deemed necessary. China has also established in Shanghai a Mixed Court for the settlement of international cases; but whether owing to the *wei-yuen* deputed to adjudge cases being too low in rank and power, or from fear of contracting odium, times over again cases have not been adjudicated according to their merits. It is now determined that the Tsung-li Yamên shall communicate with the resident Minister of each country to confer as to regulations and mode of procedure for the joint adjudication of mixed cases.

3.—In all cases when, at the outports or in the interior, there shall be robbery or murder with which Englishmen are concerned, the English Minister shall depute an official to proceed to the place to investigate and examine. It is desirable that at the present juncture this should be clearly laid down, in order to prevent future misapprehensions. The English Minister will then address a letter on this point to the Tsung-li Yamên, with a request that they will take action accordingly: thus the facts will be communicated and put on record. As to the trial and judgment of international cases at various ports, since the laws of the two countries vary, the only way is [for the aggrieved party] to go to the Consul of the defendant and lay information; the officials of the plaintiff can only be present at the Court and watch the proceedings. If the official watching consider the case is being conducted unfairly, he may take exception to it. [This corresponds to the provision contained in the XVI article of the Treaty.]

October 3rd 1876.

We print, this morning, a translation of Li Hung-chang's memorial, reciting the British Minister's wishes in regard to reparation for the Yünnan outrage, which called forth the edict of the 17th September. It begins by relating the circumstances under which Margary was murdered and Colonel Browne's party driven back from Manwyne; quotes the verdict of Li Han-chang, that the murder was the act of savages who had been refused black mail, and the attack on Colonel Browne the doing of Li Chên-kwo; and goes on to say that the proper course would have been to award such penalties as the prisoners should be found by Chinese law to deserve. "But the British Minister states that having carefully considered the report of Mr. Grosvenor and those with him, he is of opinion that, although by the laws of China there might be ground sufficient for the conviction of Li Chên-kwo and the others whom Li Han-chang and his colleague have pronounced to be principals in the case—the prisoners would not, if the evidence were tested by the laws of England, be held to have been justly convicted; and their punishment, therefore, so far from being regarded as acceptable in England would probably excite feelings of mistrust and apprehension." Inasmuch, therefore, as "Western civilisation teaches that the punishment of the past is not of so great consequence as the security of the future," he has requested that the parties now awaiting sentence be not punished. The Regents are begged, therefore, "as an exceptional instance of humanity, beyond the prescription of the law, to deign to accord the request of the British Minister."

It was understood, as we remarked when commenting on the terms of the Imperial edict, that this memorial was to be submitted to Sir Thomas Wade before presentation; and we are disappointed that he did not require the real facts of the case to be shown more clearly than they here appear. Those facts, as we have already stated, are that he absolutely refused to have punished, men whom he regarded as mere tools of the highest authorities in the State; therefore, the request that they may be let off, "as an exceptional instance of humanity," is as misleading as it is untrue. There is, of course, a limit to the self-humiliation which a Government can be required to undergo. A man may be brought to apologise, but it might be possible to dictate terms so humiliating that he would rather be thrashed to death than utter them. It would have been hardly reasonable to expect that the Empresses should, in their edict, have confessed that Sir Thomas Wade would not have the men punished because he held members of the Imperial Cabinet to be the real instigators of the crime. It would have been scarcely possible even for Li Hung-chang to state the fact in his memorial. It would be scarcely possible for any high officer of State to make public such a statement without endeavouring to controvert it; and the mention of it under such conditions could not of course have been tolerated. But if it were impossible to tell the truth, it was not necessary to imply untruth. The behaviour of the Chinese Government has not been so estimable that it was necessary to soften their fall too assiduously. We have no doubt every Chinaman who sees the *Peking Gazette* will know that something must be read between the lines, both of Li's memorial and of the Imperial edict in reply. Both documents assert the guilt of Li Chen-kwo and the other prisoners, by Chinese law, so emphatically that their non-punishment will appear very strange to a people not given to be influenced by ultra-humanitarian views. They will perceive that there is something unsaid; that the British Minister had some motive beyond the mere avoidance of "vengeance," in desiring that they might be let off. But we cannot help thinking they might have been assisted in their surmises a little more clearly, without forcing the Government too near to that abyss of self-humiliation over which we have admitted that it could not be expected to plunge.

We trust, then, that though it may be impossible to have the real state of the case set forth in the proclamation which is to be posted throughout the Empire, setting forth the right of foreigners to travel, and to have protection at the hands of the Mandarins, unnecessary references to exceptional clemency may be at least avoided. One of the stipulations in the Tientsin treaty says that that document should be published in its entirety in the *Peking Gazette*, and we know how that object was defeated by the device of a special edition. It seems beyond doubt that steps were taken to misrepresent the audience granted to foreign ministers in the Spring of 1872, by the issue of a special sheet with the provincial edition of the *Gazette*, throwing ridicule upon the proceedings. We are glad to believe that steps will be taken to prevent subterfuge in the present case, by deputing British officers to personally ascertain that proclamations are posted as required. It will of course be impracticable to examine the city gates or the yamên doors of "every prefecture, sub-prefecture and district;" but a general inspection may be made, that will give a fair idea whether the stipulation is generally complied with.

MEMORIAL ON THE YUNNAN OUTRAGE, PRESENTED TO THE THRONE BY THE GRAND SECRETARY LI HUNG-CHANG.

[The writer] presents a Memorial requesting the issue of a Decree. He would humbly recal the fact that in the 6th moon of the 13th year of the reign T'ung Chi, (May-June, 1875), the British Minister residing in Peking proposed to the Yamên of Foreign Affairs, in accordance with precedent, to issue passports duly sealed, under which an official mission from India might enter Yünnan by way of Burmah, and the Interpreter Margary might be sent to meet it; also to write letters informing the provincial Governments along the line as well as to the Governor-General and Governor of Yünnan.

It was in course of time stated by the British Minister that, in the 12th moon of the same year (January 1875), the Interpreter Margary had reached Bhamo in Burma, and, having there met Colonel Browne and the rest of the party sent from India, was returning through the Yünnan country, when on the 17th of the 1st moon of the 1st year of the reign of Kuang Sü (21st February, 1875), he, the Interpreter Margary, was murdered at Man-wyne, a place which he had reached in the jurisdiction of Momein. On the 18th day (22nd February), Colonel Browne and the rest were attacked and driven back by an armed force.

In the 5th moon of the same year, Your Majesties despatched Li Han-chang, Governor-General of Hu Kuang, to make enquiry and take action, and the ex-Vice-President Sieh Huan was sent to act with him. The British Minister at the same time sent Grosvenor, Secretary of Legation with other [officers], whom he had selected, that they might be present at the investigation.

In the 3rd moon of the 2nd year (March 1876), Li Han-chang and his colleague, having completed their inquiry, reported to the effect that the murder of the Interpreter Margary was the act of savages, who had demanded black mail of him; that he had refused to pay it, and had been killed by them in consequence, and that it was at the instigation of Li Chên-kuo, the military officer (*tu-ssŭ*, major?) at Nan-tien, since cashiered, that his fellow travellers had been stopped. The case being one affecting foreign relations, they (the Commissioners,) did not think it well to take on themselves to award a sentence, and they prayed Your Majesties to instruct the Tsung-li Yamên to confer with the Board of Punishments and to report their joint opinion. Your Majesties having been pleased to signify approval of this course, a copy of the Decree, reverently made, was communicated by the Tsung-li Yamên to the British Minister, to whom were also forwarded copies of the memorial of Li Han-chang and his colleague, with copies of depositions and letters.

And whereas the depositions of Li Chên-kuo, now cashiered, and the other prisoners supplied adequate (or trustworthy) evidence against them, the proper course would have been to award such penalties as, after reference to the laws of China, the prisoners should be found severally to deserve. The British Minister, however, has handed in a memorandum prepared by him, in which he states that, having carefully considered the report of the Secretary Grosvenor and those with him, he is of opinion that, although, by the laws of China, there might be ground sufficient for the conviction of Li Chên-kuo and the others whom Li Han-chang and his colleague have pronounced, on the depositions and other evidence before them, to be the principals in this case, [the prisoners, if the evidence] were tested by the law of England would not, in his belief, be held to have been justly convicted; that the punishment of the persons above mentioned, consequently, so far from being regarded as acceptable in England (or, by the British Government), would, on the reverse, but too probably excite [feelings of] mistrust and apprehension. The persons murdered and driven back in this case, [the British Minister observes], were British officers, and inasmuch as Western civilisation teaches that punishment of the past is not of so great consequence as the security of the future, he has earnestly requested that the parties in this case, now awaiting sentence, be not punished.

Your servant having, in obedience to your Majesties' Decree, repaired to Yen-t'ai to confer with the British Minister, would submit that, as the laws of China and the West differ from each other, and as there is a corresponding difference between their modes of proceeding, the sentences [that would otherwise have been passed,] be modified so as to meet the exigencies of the case. Chiang Tsung-han, General of the division of Têng-yueh; T'ing (Momein); and Wu-ch'i-liang, sub-prefect of that jurisdiction, have already been cashiered. They need not therefore be taken farther account of. As regards Li-chên-kuo, the *tu-ssŭ* cashiered, with Erh T'ung-wa, La Tu, and the others, eleven in number, if there be no impropriety in the request, [the memorialist] would respectfully pray your Gracious Majesties, as an exceptional instance of humanity beyond the prescription of the law, to deign to accord the request of the British Minister, and as an act of indulgence to consider the possibility of granting remission of their sentences. Prostrate he awaits the decision of your Sacred Majesties.

He reflects at the same time that by the murder of the Interpreter Margary, he being an officer sent on a mission by a friendly power, and provided with a passport, and by the repulse of the officers with him, a wound could not fail to have been inflicted upon the relations of amity existing between the two countries; while with the deep interest taken by Your Majesties in foreign relations, Your Majesties cannot but have felt deeply concerned thereat. [The memorialist] proposes accordingly to request Your Majesties to issue for publication in the capital and the provinces a Decree the promulgation of which may dissipate misgiving in the public mind.

China and other nations having long since made treaties with each other, religious observance of which is equally incumbent on both sides, in the 9th moon of last year the Tsung-li Yamên presented a memorial praying a more perfect exposition of the provisions of the treaties, and a circular was written by it to the provincial governments reminding them of the provision under which foreigners travelling with passports are entitled to protection, and enjoining on them a special attention to the meaning of the treaties [in this regard], and the duty of action in conformity therewith, as differing circumstances might require. [Your Majesties replied to that memorial] and it is the writer's duty to request that a Decree may now be issued directing the Governors-General and Governors to obey with awe Your Majesties' Decree of the 11th day of the 9th moon of last year (9th October, 1875), and once more to issue strict orders to their subordinates with reverence to second the desire of the Government to keep on terms of amity with friendly states, and to remember that whenever a foreigner is travelling in the interior with a passport, they must act towards him in repect of his treaty right, as the treaty requires; that he must be duly protected; that if any serious harm befal him in consequence of their omission to take proper precaution, the authorities of the province concerned will be held responsible; that in every prefecture, sub-prefecture, and district, proclamations are to be posted, so that every household may know the relation in which the Chinese and foreigner stand to each other. [This done,] misunderstandings will be certain not to occur.

Should your Majesties honor the above proposition with your approval, it will be for the Tsung-li Yamên to draught the proclamation that is to be sent to the provincial Governments for their guidance.

Whether the course suggested in this memorial for the termination of the Yünnan affair be worthy of adoption or not, the writer humbly beseeches Their Majesties the Empresses Dowager and the Emperor, when They shall have perused it, to signify.

A Respectful Memorial.

THE CHEFOO CONVENTION.

October 5th 1876.

The translation which we reprinted from the *Courier*, on Tuesday, of the first part of the Chefoo Convention as published in the *Shunpao*, bearing (very naturally) some marks of hasty translation, we give this morning another edition which may perhaps be found in some respects more closely rendered.

Convention entered into between Li Hung-chang, Chinese Imperial Commissioner and Plenipotentiary, Grand Secretary of the Wên-hwa-tien, Governor-General of the province of Chihli, and Earl of the First degree, and Sir Thomas Wade, K.C.B., the British Imperial Commissioner and Plenipotentiary.

Whereas in the spring of the present year Sir Thomas Wade had the honour to receive a despatch from the Earl of Derby, Secretary of State for Foreign Affairs, bearing date of the 1st January last, instructing him that in any comprehensive settlement of the matters in dispute, the three following stipulations were to be insisted upon:—

a.—Satisfaction for the Yünnan affair.

b.—The terms agreed upon last year with reference to intercourse between the high officials of China and Foreign Powers to be given full effect to, to show China's intention to fulfil her promises.

c.—Steps be taken to ensure that better regulation of commercial relations, which in September last, it was agreed was necessary.

In all his discussions with reference to future policy Sir T. Wade has made these clauses the basis of any settlement. It is unnecessary to enter into the repeated consultations held by Sir Thomas Wade with the Tsung-li Yamên; it is sufficient to state in detail the several clauses relative to future action agreed upon by him with H.E. Li Hung-chang.

Section I.—*Satisfaction for the Yünnan Affair.*

1.—Sir Thomas Wade has drawn up in a separate document his proposals for the settlement of the Yünnan case, but the general tenor of the memorial on the case is to be arranged between him (Sir Thomas Wade) and H.E. Li Hung-chang, whereafter it may be submitted to the Throne by either the Tsung-li Yamên or H.E. Li Hung-chang; but before it be so submitted, a draft is to be transmitted to Sir Thomas Wade for his inspection.

When the Imperial Edict, in answer to this memorial, is issued, a copy of it and of the memorial is to be forwarded by the Tsung-li Yamên officially to Sir Thomas Wade. The Tsung-li Yamên will besides issue instructions to the several provinces to publish proclamations embodying in full this memorial and the Edict in reply, and when this has been done will inform Sir Thomas Wade to that effect. Sir T. Wade will then reply notifying the Yamên that, within a period of two years, the British Minister resident in Peking, will from time to time send officers to the several provinces to see that the stipulations with regard to the publication of these proclamations have been carried out; when, either upon the British Minister in Peking himself informing the Yamên to this effect, or instructing the Consul at any of the open ports to inform the local authorities, an officer shall be deputed by the high local authorities to accompany the British officer on his inspection.

2.—In the memorial to the Throne upon the Yünnan case, an Imperial Edict is to be prayed for instructing the Governor-General and Governor of Yünnan, upon the arrival in Yünnan of the officer appointed by England for the purpose, to select a high official of experience and ability, who, in consultation with the English officer, will draw up a set of rules and regulations for commercial intercourse between Yünnan and Burmah.

3.—England shall be at liberty for a period of five years, dating from the 1st January, 1877, to appoint an officer to reside at Tali-fu or other suitable place, in the province of Yünnan, to examine into the conditions of trade, to ensure a satisfactory basis upon which, when the time comes, regulations of trade can be drawn up. All questions affecting British officials or people also shall, as occasion may require, be arranged by these resident officials and the provincial authorities in concert. It will be for England, after consideration of the various attendant circumstances, to fix a date for the opening of commerce either, as may seem fit, before or on the expiration of this term of five years. Passports having already been issued for the expedition which it was proposed to send last year from India into Yünnan, the Indian Government will continue to be at liberty to send this expedition at any time it may see fit.

4.—A sum of 200,000 Haikwan Taels, as fixed by Sir Thomas Wade, is to be set aside as indemnity to the families of all those who suffered any damage in Yünnan, for all the expenses incurred in connection with the Yünnan case, and in satisfaction of all claims brought by British merchants previous to the present year (2nd year of Kwangsü) against the Chinese Government for loss entailed by the wrongful acts of its officers. This sum Sir Thomas Wade will draw against as required.

5.—On the termination of this case an Imperial letter expressing regret for what occurred in Yünnan, shall be at once despatched by a special Imperial Envoy to England. The names and rank of this Imperial Envoy and of his suite are to be previously submitted to Sir Thomas Wade, that he may inform his Government of them, and the draft of his credentials is likewise to be submitted by the Tsung-li Yamên to Sir Thomas Wade for his inspection.

Section II.—*Improvement of Official Intercourse.*

This clause relates to the etiquette to be observed between the Minister and his suite in Peking, the Consuls and their staffs at the ports and the Chinese authorities [of corresponding rank] in their official intercourse; to law procedure, and all matters affecting officials generally.

1.—In a memorial to the Throne bearing date of the 9th October, 1875, the Tsung-li Yamên stated that "the cultivation of thorough acquaintance with foreign officials and affairs generally was not undertaken solely with a view to the transaction of matters affecting the international relations of China with foreign nations, but was also with the object of accrediting representatives to foreign countries."

In view of the fact that the intercourse at Peking and the ports between the officials of England and China, both personally and by correspondence, is still in many respects of an unsatisfactory nature, it is advisable, in order to avoid future misunderstandings and discussions, that some sort of rules should be agreed upon. It is, therefore, proposed that the Tsung-li Yamên shall address a despatch to the Foreign Ministers resident in Peking, requesting them to join in drawing up a "Code of Etiquette," such that the behaviour of Chinese officials to the foreign officials residing at the ports of China may be in all respects identical with the etiquette followed in intercourse between foreign nations and with the treatment accorded by foreign nations to Chinese officials abroad. The fact that China has now herself commenced appointing Ministers abroad, renders the settlement of such a Code essential.

2.—In the 16th Article of the Treaty of 1858 it is stipulated that "British subjects who may commit any crime in China shall be tried and be punished by England; Chinese subjects who may be guilty of any criminal act towards British subjects shall be tried and punished by the local authorities; and all cases affecting the two countries shall be adjudicated in an equitable manner by the British and Chinese officers conjointly." In the English version of the original treaty the first clause reads "British subjects who may commit any crime shall be tried and punished by the British Consul, or other public functionary authorised thereto according to the laws of Great Britain;" and the corresponding expression made use of in the Chinese version "shall be tried and punished by England" covers this meaning. Hence, therefore, England has framed an elaborate Code of Rules, and established at Shanghai a Supreme Court presided over by a Chief Judge and other officers in order to ensure the settlement of law cases in conformity with the treaty stipulations, and is at present engaged in revising this Code so as to make it as perfect as possible. China also has established at Shanghai a Mixed Court for the adjudication of cases in which both Chinese and foreigners are interested, but either owing to the officer deputed to try these cases not being of sufficiently high rank, or owing to fear on his part of incurring odium, he has time and again failed to secure a proper decision. It is now agreed that the Tsung-li Yamên shall address the Ministers of the Treaty Powers resident in Peking, requesting their co-operation in drawing up a set of regulations which will ensure a more satisfactory administration of justice.

3.—In all cases, whether in the interior or at the treaty ports, of murder or robbery of a British subject, the British Minister will send an officer to the place to hold an investigation. As it is advisable at the present juncture that, in order to avoid future misunderstanding, this should be clearly laid down, Sir Thomas Wade will address a despatch to this effect to the Tsung-li Yamên requesting them to state in reply that this is the mode of procedure which shall hereafter be followed.

As regards the settlement of cases affecting both Chinese and foreigners, so long as the laws of the two countries are dissimilar, the only plan to be adopted is to lay the charge at the Consulate of the nationality to which the defendant belongs; the plaintiff's Consul can only be present at and watch the judicial proceedings. But should the latter consider the investigation unsatisfactory, he shall be at liberty to enter a protest in detail; thus injustice to both parties, it is to be hoped, may be avoided. The word *ho t'ung*, in the 16th article in the treaty, is to be read that the defendant is to be judged according to the laws of his own country; and this is to be given effect to by the officers of both nationalities.

October 5th 1876.

October 4th 1876.

THE CHEFOO CONVENTION.

We published yesterday as an Extra, at 4 p.m., the following translation of the Commercial Clauses of the Chefoo Convention as printed in yesterday's *Shunpao*. The translation is a little rough, but gives we believe a correct impression of the original. We shall be able to revise it more carefully before reprinting it in the *North-China Herald*.

Section III.—*Commercial Relations.*

1.—At the ports opened to foreign trade, it is stipulated by already existing treaties that *likin* shall not be collected upon foreign goods within certain limits. Sir Thomas Wade will now move his Government to agree, in order to avoid all abuse, that the foreign Settlements (or Concessions) at the Treaty Ports shall be the limits within which foreign goods shall be exempt from *likin*. The Chinese Government will thereupon sanction the opening of Ichang-fu, in Hupeh; Wuhu-hien, in Anhwei; Wênchow-fu, in Chêkiang; and Pehhai-k'ow (Pakhoi), in Kwangtung, as treaty ports and Consular stations. England shall, besides, be at liberty to appoint an officer to reside at Chungk'ing-fu in Szechuen, to examine into the conditions of British trade there; but before steamers run up to Chungk'ing British merchants shall not be allowed to reside there or to establish houses of business or warehouses. When steamers succeed in running as far as Chungk'ing, further arrangements are to be made.

In a spirit of compromise, moreover, China sanctions the ports on the Yangtze of Tat'ung, and Anking in Anhwei; Huk'ow, in Kiangsi; Wusüeh, Liu-ghi-k'ow, and Sha-shi in Hukwang; at which, as being inland ports not opened to foreign trade, the shipment and discharge of cargo is prohibited under the Yangtsze Regulations, —being made ports of call for steamers, at which passengers and goods may be landed or shipped. In the shipment and discharge, however, native boats are alone to be used, and the native regulations already in force are to be complied with. Foreign goods covered by a half duty certificate will in accordance with the regulations, after examination, be exempted from *likin*. Native goods covered by certificate can only be shipped; they are not to be landed for sale. All other goods are to pay duty and *likin*, the local authorities taking steps necessary to ensure a uniform and satisfactory system. Foreign subjects will not be allowed to reside at these ports or to establish houses of business or warehouses.

2.—The limits of the foreign Settlements at the ports previously opened to trade are already defined; at those opened by the present Convention, the British Consul, in consultation with the Consuls of other treaty-power nations, and the local authorities, shall determine upon the site to be set apart for the residence of foreigners.

3.—Sir Thomas Wade will move his Government to sanction the treatment of opium as an exceptional commodity, and agree that when British merchants import opium into a treaty port, it shall be examined by the Foreign Inspectorate, and it shall be kept in warehouses or receiving hulks until sold, when the foreign merchant shall pay the tariff duty, and the purchaser shall at the same time, in order to the prevention of smuggling, pay the *likin* into the Custom House. The amount to be paid as *likin* is to be fixed by the several provincial Governments according to the circumstances of each.

4.—It is distinctly stipulated in the various treaties entered into with foreign countries, that half duty certificates shall, on application, be granted for the conveyance of foreign goods inland. To give further effect to this stipulation the Tsungli Yamên is to devise an uniform system to be followed whenever passes are hereafter issued by the Customs. Foreigners and natives without distinction shall be at liberty to take out passes. In the treaties, besides, distinct provision is made for the bringing of native produce from the interior by foreign merchants for shipment. British merchants shall be at liberty, when they have paid half duty and received a pass, to take goods to a port of shipment. If the goods be not the property of a British subject, or if the goods are not conveyed to the port for *bonâ fide* shipment abroad, they cannot avail of this privilege. Sir Thomas Wade is willing to concert measures in concert with the Tsungli Yamên to ensure that the regulations to be drawn up shall not be abused.

In the 7th Regulation appended to the Tariff regarding the conveyance of foreign goods inland and the purchase of native produce inland, the word inland (*nei ti*), is to cover all places on the seaboard, or the banks of rivers, or away from rivers not opened by treaty to foreign trade. China is herself to devise measures to prevent abuses of this clause.

5.—The 45th article of the Treaty of 1858 stipulates that if British Merchants re-export abroad foreign goods which have not paid duty, the Superintendent of Customs shall, on application being made, issue a drawback, which shall be subsequently accepted as payment of duty. This clause, however, fixed no limit [within which re-exportation should be made]. It is now agreed that this period shall be limited to three years, after the expiration of which term drawbacks shall not be accepted in payment of duty.

6.—The Hongkong authorities having complained that the Revenue steamers sent by the Canton Customs to cruise in the waters adjoining Hongkong and Macao for revenue purposes have interfered with Chinese traders and merchant vessels, it is now agreed that England shall appoint a Consul, China an officer of equal standing, and the Hongkong authorities a third officer, who shall examine into the matter and agree upon a set of regulations to be given effect to, such as to benefit the revenue collection of China and not interfere with the [commercial] interests of Hongkong.

7.—Effect is to be given to the clauses above set forth, relative to the opening of the new treaty ports and of the six ports of call upon the Yangtze for the shipment and discharge of cargo, within six months from the date of the issue of the Imperial Rescript sanctioning H.E. Li Hung-chang's memorial.

A date will be fixed from which effect will be given to the two clauses relative to the exemption of foreign goods from likin with the area of the foreign settlements, and to the simultaneous collection of duty and likin upon opium by the Foreign Inspectorate, after England has consulted upon the matter with the other Treaty Powers.

Supplementary Clause.

England proposes next year to send an exploring expedition from Peking to India by way of Kansuh and Koko-nor or through Szechuen, &c., into Thibet and thence to India. At the proper time the Tsungli Yamên is to take such steps as circumstances may seem to call for, to ensure the issue by it of the necessary passports, and the conveyance of due information to the several provincial authorities and the Resident in Thibet. Should the expedition not follow this route, but start from somewhere on the borders of India and Thibet for China, the Tsungli Yamên, upon receipt of information to this effect from the British Minister, will forward a despatch to the Resident in Thibet, instructing him to depute officers, as circumstances may require, to secure their safe transit, and to prevent difficulties [subsequently]; passports besides will be issued by the Tsungli Yamên.

October 4th 1876.

October 6th, 10th, & 11th.

THE special clause in the Chefoo Convention which provides for the passage of an exploring party from China to India, or vice versâ, across Thibet, opens up a very interesting prospect. Thibet has been, hitherto, among the least known countries of the world. The travels of Livingston, Speke, Cameron, and other explorers have been gradually throwing light on the interior of Africa, while the high table lands of Central Asia have been a closed book. Since the missions of Bogle and Turner, at the close of the last century, no official intercourse has been had with the Thibetan authorities, and the Chinese have kept the frontier sealed against private visitors. We have Huc's interesting, if somewhat romantic, tale of his long journey some thirty years ago, from Lhassa to Canton; and Dr. Manning's quaint account of a journey which he succeeded in making to the Thibetan capital at the commencement of the present century, has been lately published by Mr. Markham, along with Mr. Bogle's interesting narrative of his earlier journey; but all the accounts fall very short, for various reasons, of the full measure of information we desire, regarding a region which possesses great scientific interest. The famous pundits whom Major Montgomery despatched, after careful training, to survey some of the most remarkable features of the country, succeeded in penetrating under disguise through the passes, and brought back valuable information; but it was of a kind to whet our desire for more, and was obtained under difficulties, owing to the necessity for secresy from which an official mission will be in great measure relieved. We have often remarked upon the curious tolerance shown by the British Indian Government of the exclusiveness of its neighbours, and took occasion again, very recently, to suggest that the right of intercourse with Thibet should form one feature in the agreement which was then about to be negociated. The privilege actually obtained is a very partial one, but it may well lead, as in the case of the Yunnan expedition—though we may hope without the same unhappy incidents—to the re-opening of official and commercial intercourse.

Everything in the narratives to which we have referred, goes to show that the policy of exclusion has been dictated by Chinese influence, and that the Thibetans themselves would be inclined to free and friendly intercourse. It was a Chinese General, an ex-official of Canton, who sealed the passes after the Nepaulese invasion of 1792; it was Chinese influence which weighed upon the Grand Lama and the Regent at the time of Bogle's and Turner's missions. The extent of this influence is equally apparent in Dr. Manning's curious account of his excursion to Lhassa, and in his relation of his experiences in the sacred city. He penetrated there from Bhootan, in the train of a Chinese mandarin to whose retinue he had afforded some medical services, and he continued to practise medicine after his arrival in Lhassa. It was probably his medical character alone which enabled him to accomplish the journey; and a faculty for adapting himself to circumstances which becomes quaintly evident in every page of his tale, enabled him to make the most of his opportunity. He took with him, as teacher and interpreter, a Christian Chinese whom he had engaged in Canton, and whose quarrels and sulks with his eccentric master are related with amusing garrulity. Manning had hoped to accomplish the journey, which was afterwards performed compulsorily by Messrs. Huc and Gabet, across Szechwan to Canton; but he was disappointed, and it was significant of the policy of the Chinese that his teacher was not allowed to accompany him on his return journey to India. We may hope that the Supplementary Clause in the Chefoo Convention foreshadows a change in this policy, and that the free intercourse which the Grand Lama showed himself so willing to promote in the days of Warren Hastings, will be now brought about.

October 11th 1876

THE CHEFOO CONVENTION.

In my previous letter, I had occasion to show how the new convention, entered into at Chefoo by Sir Thomas Wade, was in its most important particulars, so far as commercial interests are concerned, really a retrograde step. The only objection which has been urged against the view of the case then put forward, was that *lekin* taxes could not be levied on foreign goods till they had arrived at their destination, and that then they were certain to be not excessive. If the former were the intention of Sir Thomas Wade in making the convention, it is unfortunate he did not express it, for it is certain that no clause in the Chinese version of the treaty can be construed to bear such an interpretation; and the fact that the foreign "Settlements or Concessions," localities generally but a few acres in extent, are declared to be the areas within which foreign goods shall be free from *lekin*, certainly supports the Chinese view that now they have but to call a levy *lekin* and the name will sanction its legality. This is the settlement which the British Minister gravely assures his nationals, he hopes will prove satisfactory! But not alone in this matter does the Minister show that all along he has been acting in ignorance of the real points at issue. All the old distinctions of native and foreigner in the treaties, which have been abundantly proved to lead to grave abuses, are continued. It did not need a convention to establish that the transit pass covered goods going inland in whatever hands, for fortunately the Treaty of Nanking, expressly re-enacted at the signature of the subsequent Treaty of Tientsin, declared the right in the most explicit terms. We, however, find the distinction reaffirmed with regard to exports in a manner equally objectionable, and equally liable to lead to abuses, with that in the present treaty. It is simply absurd to demand a test of ownership of goods. The individual in whose disposition the goods are, will always consider himself the owner; and as ownership and interest fade down to the finest shade, who is to be judge where one begins or the other ends? Practically our export trade has suffered heavily, owing to the want of knowledge of political economy displayed in the present regulations with regard to export passes; and with our export trade our import trade has in an equal manner been crippled. To carry on a healthy import trade, it is essential that the export should be unfettered. The opposite is the case in China. From the very beginning of foreign trade, the ingenuity of native officials has been exercised in devising means to place obstacles in its road. Partially the Treaty of Tientsin removed many of those obstacles to the import trade; but, from the error abovestated, it afforded no practical relief to the export. The Chinese Government was not long in discovering this weak point, and has applied it so successfully that tea and silk, in a country so abounding in resources as China, are now, even more than before, almost the sole articles of export in which we can expect to deal. It is in fact impossible under existing regulations to purchase produce in China for exportation; and British merchants naturally looked forward to Sir Thomas Wade's negotiations for some relief. This relief has not been granted. The convention quotes a portion of the Treaty of Tientsin, emphasising the objectionable clause about ownership, but in all other matters leaving the inoperative character of the provision untouched. The case stands thus—a British subject may, it is presumed, purchase goods in the interior for export. Before he can get these goods to the port, he has to send down and get a transit pass, an operation requiring a considerable time during which the goods are deteriorating, or their market value lessening, in addition to the expense of detention, the housing of the goods, and the cost of looking after them. He may apparently get passes beforehand, and send or go up country to purchase the goods; but here again he finds that, since his advices came, the market has altered and the goods are no longer purchaseable, or, his pass being granted for a particular locality, is ineffective where the goods are actually to be had. Neither of these methods of doing business are likely to recommend themselves to a merchant engaged in large transactions. He might, possibly under the most favourable circumstances continue to do a little peddling business, but the obstacles and inconveniences are so great that for sixteen years the clause has remained inoperative. Now, at several of the ports, import business is mainly regulated by the possibility or otherwise of obtaining goods in return, and under the present system it is simply impossible to do so. The amount of barrier dues, *lekin* taxes, and fees of all sorts levied *en route*, is so excessive that they effectually stop transport. The consequence is that no payment can be made for imports, and trade comes to a standstill. It was to alleviate this state of affairs, and to render it possible to place our trade on such a footing that it should not be altogether dependent on the two articles of tea and silk, that some arrangement was expected to be come to. Nothing has been done, and for all the benefit accruing, the clause might as well have been struck out of the Treaty of Tientsin.

Even more, however, than this unsatisfactory attempt at settlement, must the proposed isolation of the Settlements be deprecated. Here the reactionary character of Sir Thomas Wade's policy becomes still more apparent. Everyone acquainted with the literature on the

China question remembers how a school of politicians once held the theory that the true method to carry on trade with China was, to establish ourselves at one or more spots on the coast, declare those spots free ports, and trust to Providence and the venality of mandarins for the remainder. The policy which led up to the Treaty of Tientsin was in direct antagonism to this theory, which I certainly imagined had long been buried in oblivion. The proposed policy of Great Britain, at the time of the signature of that instrument, was that points of contact should be multiplied, and that opportunities for bringing China and England to work in harmony were to be increased. It is, therefore, with no small degree of astonishment that I find prominent amongst the new clauses, one to raise up again barriers which all had hoped were forgotten, and to still further widen the breach which a mistaken policy for the last twelve years has conduced to open. Now, in this matter, it is conceivable that the Minister has acted from an imperfect comprehension of local circumstances at Shanghai. It has always been held by foreign residents, and till Sir Thomas Wade's time by British Ministers, that the *lekin* taxation on foreign goods was in contravention of the treaties, and that wholly independent of whether that levy took place in the foreign Settlements or without. It was adding insult to injury to see that, even in the Settlements and under the eyes of foreign officials, an unaccountable apathy allowed such levies to be carried on *sub rosâ*. Besides this, there were other circumstances peculiar to Shanghai. The Chinese practically executed no functions of government within the limits of the Settlements. They kept up no police, repaired no roads, provided no defence. That they were not entitled to Imperial taxation, no one attempted to assert, but it was difficult to divine what claim they had to local dues. All the necessary Municipal arrangements were taken in hand by the local Municipal organisation, which was empowered for this purpose to levy its own rates. The complaint has been that, over and above those rates, the Chinese Government has continued, under various pretences, to levy rates to the serious detriment of the place, and in return for which it has neither given value, nor is in a position to do so. More, that in the collection of those exactions, it has used measures subversive of good order, and seriously interfering with the proper regulation and policing of the settlements. The farming of the *lekin* dues on opium, and the unseemly disputes and interferences with the police to which this has led, is an instance, but only one, in point. The residents did not desire that the settlements should enjoy any peculiar immunity from taxation, but they objected that they should be taxed twice over, and that in a manner productive of disorder and sure to engender ill feeling. In no other port in China has, so far, a similar state of affairs prevailed. The foreign population are few in number and their interests are confined within far narrower limits. It is doubtless absurd that *lekin* should be leviable on foreign goods within the limits of such a Concession as that at Hankow or Chinkiang; but foreigners hold that treaties exempt foreign goods everywhere, and, on other hand, no question of taxation on native goods can arise where none enter the market. The clause with respect to limits of foreign residence is again a reversion to the state of affairs previous to 1842. Sir Thomas Wade is a sufficiently old resident in China to recollect the position of residents in the "Old Factories" at Canton. It seems inexplicable that he should lend his sanction to an attempt to re-introduce that hateful and embarrassing a situation, contrary to the provisions of the Treaty of Nanking, for fifteen years the state of isolation at Canton was permitted to continue. The consequence was that year after year communications between natives and foreigners became more involved, with the result of the second war of 1857-60. It does not need much prescience to perceive that at present a somewhat similar position of matters is imminent. The Chinese Government is endeavouring to re-establish the old isolation, and the British Minister, undeterred by the lessons of the past, has lent his influence to help on.

October 10th 1876.

THOS. W. KINGSMILL.

THE CHEFOO CONVENTION.

It is very unfortunate that there has not been a greater amount of mutual confidence between Sir Thomas Wade and the mercantile communities of China. While the latter were willing on their part to further the views of the Minister, and purposely refrained, during the progress of the negotiations at Chefoo, from any action which would embarrass his relations, it is but too evident that the same policy of loyalty has not been shown by the Minister, and that in many respects the convention entered into is far from reassuring to the interests of our trade with China. It is much to be regretted in this instance that the first intimation of the contents of the Convention should come from Chinese sources; and though we may feel on the whole a fair amount of certainty as to its provisions, our knowledge is still limited by the fact of its being, as come to our hands, a double translation. With the Convention as it has been laid before us, there are some serious faults to be found, as well as one or two excellencies; but I greatly err, if on the whole the faults do not prevail to so great an extent as to overpower the one or two benefits. As my wish is not to carp, but to examine the bearings of the new instrument, and its possible effect on trade, I will begin by pointing out one or two cases where some improvement has been effected. First—with regard to opium; if the new clause will ensure uniformity of action, it will, I imagine, be willingly received by all parties. It has not been the amount of *lekin* taxes raised on opium which have ever become the subject of dispute, but the manner in which those dues were levied. The continual openings for smuggling, which offered to adventurous natives or foreigners a means of livelihood; and the interference with good order which the farming of the *lekin* to the Guilds had brought on, were becoming serious obstacles to our good relations with China, as well as to our own comfort. Having, however, now assumed responsibility, the working of the provision will need to be scrupulously attended to. Out of opium, with a proper administration, it is possible for China to make a large revenue, while at the same time placing restrictions on the indiscriminate use of the drug. To do so effectually would, however, need the whole subject to be taken in hand, and taxes to be raised impartially on native and foreign drug alike. Otherwise no amount of ingenuity will be able to overcome the probable consequences of the temptations for evasion offered. Again, the provisions for the validity of Transit passes along the coast and rivers, are a decided step in the right direction. You pointed out how necessary such provisions were in the case, for instance, of Hoihow, which is by its position shut out from all internal communication. The opening of Ichang and the other ports, and the provisions with regard to Chungking, and the appointment of resident officers in Yünnan and Szechuen are well conceived; but people would have wished something more definite with respect to Hongkong and the blockade. No one desires to deprive the Chinese Government of its revenue, but as the case stands at present, the blockade has been instituted for the purpose of making goods pay duty twice over. To have abolished the blockade in the first instance, and left it open for the Chinese to frame less objectionable means of securing their revenue, subject to the approval of the British Government, would have been the more statesmanlike course to adopt. So far I am glad to be in accord with the British Minister, but there is fear, unless the authentic Convention is of a different nature from the version hitherto circulated, that the Minister has fallen into one or two grave errors, of themselves sufficient to overshadow and counteract any benefits likely to be derived. In this new Convention we have to notice the same want of clearness of definition which has characterised our previous dealings with China. The Treaty of Tientsin is itself a notable instance in point. Yet there is abundance of verbiage to have afforded materials for half a dozen treaties. And first and most serious, if not entirely condemnatory of the whole instrument, must be classed the references to *lekin* taxation. It is impossible with our present lights to comprehend Sir Thomas Wade's interpretation of his admission; but I do happen to know that of the Chinese officials, and it is one of unmixed jubilation. They openly boast that all the stipulations on the subject contained in the treaties and conventions from 1842 downward, have been given up by the British Minister; and that under the name of *lekin* it will in future be allowable to levy taxes on foreign goods *ad libitum*. To me it seems that a view of the Convention, so far as it has been disclosed to us, seems to support the Chinese interpretation. Another point of scarcely less gravity is the formal giving up, on the part of the Minister, of the right of residence along the Yangtsze. No portion of the Treaty of Tientsin gave so much trouble in arranging to Lord Elgin as the two clauses referring to residence, and the right of commuting inland taxation by payment of one sum at the commencement. The words of the treaty itself seem, with the usual fate attending such documents, to have got drawn out and distorted, till they became the battle ground of opposing factions. Fortunately, as to the intention of those clauses, no doubt exists. The official correspondence with regard to the treaty of Nanking shows that even at that time the sore point was known, and provided against, it was hoped effectually, by the Government of the time. Unfortunately the British Minister in China allowed so much time to elapse before finally settling the rate of commutation, that he found himself in the end powerless to come to a definite arrangement. So matters remained when it became Lord Elgin's duty to make a final settlement. Mr. Lawrence Oliphant, Lord Elgin's private Secretary, was present and engaged in the whole of the discussions which took place, and wrote his account of the mission with Lord Elgin's help and concurrence. "Lastly," he tells us (vol. II. p. 423)—"and this, perhaps, in a commercial point of view, was the most important clause of the treaty—the much vexed question of transit dues was finally set at rest." Lord Elgin being informed that taxes on goods passing through the empire formed one of the permanent sources of revenue of the Chinese Government, considered that to demand their total abolition would be harsh and unjustifiable. The Treaty of Nanking left matters in an unsettled state, merely providing that the taxes on foreign goods should not be increased above their then limits; but the delay on the part of the British Minister left him unable definitely to settle those limits. The consequences were that some articles were subjected to taxation so serious as to interfere with trade, while "in the second place the power of indefinite taxation, thus left to the Chinese Government, introduced an element of great uncertainty into mercantile transactions, both in imports and exports." It was in full compromise of all these levies accordingly that a transit rate of 2½ % was fixed as a commutation. The Chinese interpetation of Sir Thomas Wade's convention would merely place matters on the same footing as they stood before 1842, a state of affairs which cost two expensive wars to remedy in part. Again (page 411) he said with regard to British residence—"Among the clauses in the British treaty, which were not included in the other treaties, there were two which were most pertinaciously resisted by the Chinese Commissioners. The one provided that the British Minister in China should be entitled to reside permanently at Peking, or to visit it occasionally at the option of the British Government; and the other, that British subjects should have the right of travelling to all parts of the Empire of China for trading purposes." We are aware how feebly this latter right has been upheld by one Minister after another. Sir Thomas Wade has, however, been the first in so many words to declare his willingness to entirely forego it, for such is the only construction which will be placed on the clauses with regard to landing places on the river. Willing as I am to allow the beneficial nature of the clauses with which this review commenced, it seems but too apparent that the Minister has paid too dearly for his whistle, and that the restrictive clauses in the new convention really exceed in importance the advantages likely to be derived. Our present Minister has in fact given up without a struggle, two principles which it had taken thirty-five years to establish; and obtained in their turn concessions which without the former may, and with a government like the Chinese will, we may feel assured, be made utterly valueless.

October 6th 1876.

THOS. W. KINGSMILL.

nghai Courier" October 11th 1876.

SIR THOMAS WADE'S CONVENTION.

On looking over the Convention arranged between Sir Thomas Wade and Li Hung-chang, bearing in mind that it was only agreed to by the Chinese Government after negotiations extending over a period of nearly two years, and that it was only finally extorted from them by threats of war accompanied with the presence of the Detached Squadron in China waters, ready to execute the orders of the English Minister, one is strongly reminded of the pious vendors of fruit in the streets of Constantinople and tempted to exclaim with them "In the name of the Pro-"phet—Figs!" Parturient mountains have so often ere now produced nothing but muscipular abortions that perhaps it is scarcely fair to be surprised at the Chefoo Conference, which was generally supposed to be big with the fate of foreign relations with China, having only given birth to a new-edition of the rejected convention of Sir Rutherford Alcock slightly altered and abridged by Sir Thomas Wade; but one is puzzled to understand why there should have been so much difficulty in getting the Chinese Government to assent to what they had in 1869 expressed their willingness to grant, or why Sir Thomas should write with so much complacency of having removed all causes of disagreement with the Government of China and done so much for the benefit of trade.

With regard to the settlement of the Yunnan affair, it is perhaps as well to say nothing until Mr. Grosvenor's report is published, and something is known positively of the reasons which may have induced Sir Thomas to abandon his first demand, that condign punishment should be inflicted on the instigators and perpetrators of the murder of Mr. Margary, as well as of the attack of Col. Browne and party. It is however allowable to say that it would have been better had Sir Thomas followed the rule laid down by Lord Elgin for the governance of his conduct in dealing with the the Chinese, viz., "Never to ask "for anything that was not just and reasonable, and "having once asked for it, never to be satisfied until it "was granted." Whether Sir Thomas's demands were just and reasonable may be a matter of opinion; some think that the authorities in Yunnan acting under instructions from Peking, were the instigators of the murder and the attack, and that it was quite just and reasonable to hold the Government responsible; others think that Mr. Margary was murdered by the hill tribes about Manwyne for the sake of plunder, and that Colonel Browne and party were attacked by them in concert with the local braves, at the instigation of the Chinese and Burmese cottton-dealers at Momein, who naturally did not want their trade to be interfered with by Europeans; and that to hold the Chinese Government responsible for either is as unjust and unreasonable as it would have been in "the fifteen, or the forty-five" to have held the Government at St. James's responsible for a murder committed in the Highlands of Scotland, or an attack by an armed mob in the wilds of Connomara.

Sir Thomas had admitted that during his discussion with Prince Kung in reference to the Yunnan affair he frequently lost his temper, and the Blue Book recently published is a melancholy record of how an angry man may in his despatches make use of language which in his saner moments he would be the first to condemn. Lord Macaulay mentions that Prince Tallyrand, in talking of the difference in character between Cardinal Mazarin and Prince Metternich, said that the "first always deceived, "but never lied, whilst the second always lied, but never "deceived." Chinese officials it must be admitted generally follow the second; they lie with the greatest complacency but seldom succeed in deceiving. No doubt Sir Thomas very frequently had his temper sadly tried in his intercourse with the members of the Tsung-li Yamên; but a man can scarcely be called a diplomatist, or be considered fit to represent British interests at the Court of Peking if he cannot listen to the most unblushing falsehood with a smiling countenance, and look as if he accepted it as the sacred truth, whilst at the same time he would act in such a manner as would convince the most self-satisfied Mandarin that he was seen through and his statement known to be false. Sir Thomas unfortunately has done exactly the reverse; he has told the officials very plainly that he did not believe a word they said, and has acted as if he accepted all their statements as true. Circumstances alter cases, so it is not impossible that political complications in Europe may have induced the Government to send out instructions to settle matters in China without further delay, and to be satisfied with obtaining security for the future rather than vengeance for the past: certainly the wiser and more Christian course, so perhaps it is only to be regretted that it was not acted upon from the first.

With regard to the Commercial part of the Convention all that can be said is, that Sir Thomas has carried out the wishes of the mercantile community as expressed in the letter of the Chamber of Commerce dated 31st December, 1869, to Lord Clarendon, giving their reasons for objecting to the Convention negotiated by Sir Rutherford Alcock. What the Chamber principally objected to was the compulsory prepayment of transit dues, on the ground that they did not believe that it would free Imports from other squeezes, and this has been altered in accordance with themselves. The proposed increase of duty on Silk and Opium was also objected to, and this has been done away with. The opening of Wenchow as a treaty port was approved of, but disappointment was expressed that the navigation of the Yang-tsze beyond Hankow was not allowed; the latter privilege has now been secured by making Ichang a treaty port, and arranging that Chung-king shall in due course be one also. The Chamber also suggested that arrangements should be made for allowing steamers upon the Han and the Leng, the latter river "draining the large producing and consuming province "of Hunan;" but this has not been found practicable at present. On the whole, however, it may be said that nearly all the Chamber asked for has been secured, the right of residence in the interior being a point which it was said was not likely to be availed of; to any extent; and the working of coal mines under certain specified conditions not being of much importance, no allusion is made to them in the new Convention. The question of Likin taxes on Imports is perhaps the weak spot on it. At present it seems as if the transit pass only protected the goods *in transitu*, and that on their arrival at their destination, they are to be liable to all Likin taxes the Mandarin may choose to impose. Sir Rutherford Alcock's convention protected goods in Treaty port provinces, but left them unprotected in non-Treaty, whilst Sir Thomas seems to leave them unprotected in both. It is very possible that it will be found that the Chamber was quite wrong in desiring to have the prepayment of Transit dues made optional, for so long as it is so, there will be the excuse for examining all goods at the different barriers in order to ascertain whether or not the dues have been paid, and if the goods do not exactly agree with the transit certificate, there will be the excuse for confiscating them, and a repetition of all the old trouble and annoyance the exemption of goods from Likin so long as they are in a settlement is a point gained so far as Shanghai is concerned, although of no use whatever to any other port.

The demand for a money payment of $200,000 is in every way unfortunate, as it will tend to confirm the Chinese in their opinion that England will submit to anything for dollars. An attempt is made to gloss over the demand by appropriating a portion of the amount to the payment of old claims against the Chinese Government and to compensate the families of the Chinese who were murdered along with Mr. Margary, but surely England is rich enough to have provided not only for the Chinese families out of her own pocket, but to have compensated the family of Mr. Margary if necessary; Commodore Goodenough was treacherously murdered by savages in the execution of his duty, and no compensation appears to have been given to his family. Again, Colonel Browne's expedition was got up directly in opposition to the wishes of the Chinese Government, so it does seem a little too absurd to call upon the latter to pay the expenses of it, because it turned out a failure. At all events, if the Chinese Government had nothing to do either with the attack or the murder, which we must now assume to be the case, they should not have been called upon to pay any indemnity on these accounts; and if they had, they should not have been exempted from punishment for a money payment.

Permission for an exploring expedition to traverse Thibet is of much importance in a geographical point of view, and may in time open up a new market for Indian Teas, the consumption of Brick Tea from China amongst the natives being very considerable. It should however be borne on mind that the wild tribes on the frontiers, are very distrustful of Englishmen, and that in the event of disturbances taking place it will be scarcely fair to make the Government at Peking responsible, and call upon it to pay for the expense of the expedition. They told Mr. A. Wilson "that in their opinion wherever an "Englishman placed his foot there he was very apt to "remain permanently, and in proof of the reasonableness "of their apprehensions they pointed to our policy of "appropriation in India." With these opinions it seems very probable that Chinese passports will not be much respected by the natives, and for this the proposed Expedition should be prepared.

JUNIUS JUNIOR.

Mr Clements
Ack. appointment made Mr Clements
DEC 15 Dec
Ack Dec 22

DEPARTMENT RECEIVED DEC 14 1876 OF STATE

No. 34.

U. S. Consulate General
Shanghai,
to the Department of State.

Wm. Myers:

Subject.

Approving the nomination of Thos. F. Jones as Vice Consul at Foochow. in place of S. L. Baldwin. resigned.

No. 34.

U. S. Consulate General.
Shanghai. October 25th 1876.

Honorable John L. Cadwalader
Assistant Secretary of State.
Washington.

Sir:

Referring to Mr. De Land's No. 171. I have the honor to hereby approve his nomination of Mr. Thos. F. Jones as Vice-Consul at Foochow in place of Mr. S. L. Baldwin, resigned.

I am.

Sir.

Your Obedient Servant

John C. Myers.
Consul General.

Mr Clements -
ack DEC 13 dec
ack Dec 22

DEPARTMENT RECEIVED DEC 14 1876 STATE

No. 95.
Mr Clements
U. S. Consulate General. Shanghai.
to the Department of State.

Mr. Myers.

Subject

Announces return from Hankow. and that things were found to be in an unsatisfactory condition so far as Mr. Johnson is concerned. A report will be made as soon as Mr. Servant has been conferred with.

Mr. Myers leaves for Peking on the 29th.

No. 35.

U. S. Consulate General.
Honolulu. October 27th 1876.

Honorable John L. Cadwalader.
Assistant Secretary of State.
Washington.

Sir:

Referring to my dispatches to you Nos. 21 and 23. I have now the honor to inform you that I returned from Hanalei on the 25th instant; whither I had gone to make formal inquiry as to the condition of Mr. Johnson's affairs as referred to in the inclosure with my No. 21. Upon a careful investigation I regret to say that I found things in a very unsatisfactory condition. and that Mr. Johnson is deeply involved pecuniarily. the larger part of his indebtedness having been occasioned by his borrowing money as U. S. Consul.

I will communicate to you the

the result of my investigation so soon as I have had an opportunity of a conference with Mr. Seward Thompson.

I expect to leave this for Peking on the 24th instant.

I am.

Sir.

Your Obedient Servant

John C. Myers

Counsel Criminal.

No. 36.

Rec'd 20 Dec 1876

Shanghai, ack'd 22

10th Nov. 76

Myers. C.S.

Subject: "Trade & progress in China"

with tabular Statements.

Referred to Statistical Bureau.

21st Dec. 76.

AWE

ack Dec 22.

DEPARTMENT
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DEC
20
1876
OF STATE

No. 37. Mr Clements

United States Consulate General,
at Shanghai.

Mr. Myers

to the

Department of State,

Subject,

Acknowledging Department
Circular No. 6.

No. 37.

United States Consulate General,
Shanghai, 13th November 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

I have had the honor to receive Department Circular No. 6 relating to landing certificates.

I am
Sir,
Your obedient servant

John C. Myers
Consul General.

Ack Dec 22

No. 38. In Clements

United States Consulate General,
at Shanghai.

Mr. Myers,

to the

Department of State,

Subject
Testimonial to Captain
Stewart.

Abstract.

Acknowledges receipt of Department dispatch No. 8 in regard to a testimonial for Capt. Steivart for services rendered to the American ship "Enoch Train".

No. 38.

United States Consulate General,
Shanghai, 13th November 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

I have had the honor to receive your dispatch No. 8 informing me that a suitable testimonial had been ordered for presentation to Captain Stewart of the Chinese gun-boat "Siu Tsing" for services rendered the "Enoch Train".

Upon receipt of the testimonial I will communicate with Captain Stewart with a view to complying with your instruction.

I am Sir,
Your obedient servant,

John C. Myers
Consul General.

Dr. Inglis

No. 39

Dulwood

Dated 23rd Nov 1897

Ack Dec 17

Subject

Purchase of Woosung Railway by Chinese government.

After an examination it appears to me that negotiations amply acknowledge grant

J. M. Campbell

4 Enclosures

DEPARTMENT
RECEIVED
JAN
3
1877
OF STATE

No: 39. ack Jan 17

United States Consulate General,
at Shanghai.

Mr. Meyers
to the
Department of State,

Jan 4

Subject.

Forwards inclosed a printed extract from the "North China Daily News" being a copy of the "Articles "of Agreement relating to the "Woosung "Railway."

No. 39.

United States Consulate General,
Shanghai, 23d November 1876.

Honorable John L. Cadwalader,
Asst. Secretary of State,
Washington.

Sir,

I have the honor to inclose to you herewith for your information a printed copy of the "Articles of Agreement" relating to the Woosung Railway.

I am Sir,
Your obedient servant,
John C. Myers
Consul General.

Inclosure,
Printed Extract from "North China "Daily News."

ARTICLES OF AGREEMENT RELATING TO THE WOOSUNG RAILWAY.

The undersigned William Frederick Mayers, Chinese Secretary of Her Britannic Majesty's Legation at Peking on the one part; and Fêng, Intendant of the Su-Sung-T'ai Circuit, Superintendent of Customs at Shanghai; Chu, invested by brevet with the third official rank, an expectant Taotai on the staff of the province of Hupeh; and Shêng, invested by brevet with the title of Financial Commissioner, an expectant Taotai on the immediate list for appointment in the province of Chihli, on the other part; have agreed to the following Articles with reference to the line of Railway between Shanghai and Woosung:—

The text of the present agreement having been compared and found correct, the course of procedure to be pursued is now set forth in the following Articles:—

I.—Whereas, in the matter of the Railway, in the personal conference held at Chefoo between the High Commissioner Li and the British Minister, Sir Thomas Wade, on the subject of securing the Chinese rights of sovereignty, it was mutually arranged that [the undersigned] Chu, Taotai, and [the undersigned] Shêng, Taotai, should be appointed to act in conjunction with [the undersigned] W. F. Mayers, Chinese Secretary [of Her Britannic Majesty's Legation] for the purpose of arranging, in conference with [the undersigned] Taotai of Shanghai, the terms of an agreement in the nature of a compromise, the following Articles have now been agreed to by mutual consent in the city of Nanking, and have been submitted to and approved by the Minister-Superintendent of the Southern Ports.

In testimony whereof the said Articles have been signed in duplicate, one copy to be retained on either side, the same to be submitted, on the one hand, by [the undersigned] Taotai of Shanghai, &c., to the Minister-Superintendent of the Northern Ports and the Governor of the province of Kiangsu for their approval, and on the other by [the undersigned] W. F. Mayers to Sir Thomas Wade for approval on his part.

II.—It is arranged that the Railway shall become the property of the Chinese Government by absolute purchase, and that after the land taken up, the permanent way, rolling stock, machinery, and other material appertaining thereunto shall have by this means passed into the possession of the Chinese Government, the Foreign Mercantile Company, under whose management the Railway has heretofore been conducted, shall cease from farther interest or liability in respect of the same.

III.—The amount which shall be paid for the land, permanent way, rolling stock, machinery, stations, and all other claims whatsoever, shall be ascertained by an investigation of accounts in detail, for which purpose Her Britannic Majesty's Consul and the Taotai of Shanghai shall each nominate two merchants of proper standing and respectability, and the amount as thus ascertained shall be paid by the Chinese Government, no unfair advantage being taken on either side. It is at the same time provided that due allowance shall be made for depreciation, according to the usage of public companies in England, in consequence of the active working of the line for the period of one year.

IV.—The purchase money shall be paid in three instalments, one third to be paid so soon as the total amount payable shall have been ascertained, whereupon the title deeds for land now held by the Railway Company shall be given up and lodged in the hands of the Taotai of Shanghai *; one third at the expiry of six months from the first payment, and the remaining third at the expiry of one year from the first aforesaid date, the Taotai of Shanghai giving notice officially to H. B. M. Consul to require the said Company to take the necessary steps for receiving payment.

V.—At the expiry of the twelve months commencing with the 15th day of the 9th moon of the 2nd year of Kwangü (corresponding to the 31st October, 1876,) to wit, on the 15th day of the 9th moon of the 3rd year of Kwangsü (corresponding to the 21st October, 1877), the aforesaid purchase having been completed by the Chinese Government, and all amounts due on account of the purchase money having been paid in full, a due account shall be taken of the land, permanent way, rolling stock, and other appurtenances of the Railway, and the same shall be handed over to the care and control of the Chinese Government, at whose option it shall be, exclusively, to continue or desist from the working of the line, without claim to interference on the part of the foreign Company heretofore concerned in the same. The purchase money not being paid in full by the Chinese Government until the expiry of the period of one year, the aforesaid Company shall be free, for the space of one year from the 31st October, 1876, to conduct the working of the line without pecuniary interest or liability in respect of the same on the part of the Chinese Government. All regulations required to ensure protection shall be devised in concert between H.B.M. Consul and the Taotai of Shanghai, and, when drawn up and agreed upon, shall be implicitly obeyed.

VI.—During the period of one year for which, pending the completion of the payment due on the part of the Chinese Government, the Company aforesaid is at liberty to retain in its own hands the management of the railway line now completed between Woosung and Shanghai, extending to a distance of about thirty *li* (ten miles) from point to point, the said Company shall be authorized to run trains for the conveyance of passengers only, but it is forbidden to infringe upon the Customs' regulations or to acquire additional land for farther extension of the line of Railway.

VII.—An amount of compensation shall be agreed upon, as may be found suitable, and paid on account of the individual who was recently run over and killed by an engine on the line.

VIII.—The general outline of the terms of arrangement being now fixed, and admitting of no farther modification, all correspondence on the subject that may heretofore have passed between the Taotai at Shanghai and H.B.M. Consul shall be cancelled on either side, and no farther contention shall take place with regard to the same.

IX.—The course of action herein agreed to proceeds from the feelings of amity and goodwill which prevail between the Governments [of the undersigned respectively,] for the purpose of securing against infringement the sovereign rights of the Government of China, and with the view of equally ensuring a benefit to the Chinese Government and freedom from loss to the foreign merchants, to which end the Chinese Government [has agreed], as a special concession, to buy up the line of railway. In any future case, in which it may be desired to construct a railway, or other similar works, application shall, in the first instance, be made for the sanction of the Chinese Government, and the present arrangement shall not be construed into a precedent.

X.—Account shall be taken of the terms of the contracts entered into in England with the skilled artificers employed on the railway-line and with Mr. George Morrison, the superintending engineer, and the conditions of their respective engagements shall be fulfilled in good faith by the payment of whatever salaries or wages may be found to be due after the completion of the purchase of the line, the individuals in question being either retained in service or sent back to England, as may be determined; the said individuals, if retained in the employ of the Chinese Government, obeying its directions in all respects, and undertaking nothing without due authority.

Agreed to and signed at Nanking, and to be authenticated under seal on the return of the undersigned to Shanghai, this eighth day of the ninth moon of the second year of the reign Kwang Sü, corresponding to the twenty-fourth day of October in the year one thousand eight hundred and seventy six.

[Signed] Fêng,
[Signed] Chu,
[Signed] Shêng,
[Signed] W. F. Mayers.

* *Note.*—It is separately agreed that instead of being deposited with the Taotai of Shanghai, the title-deeds in question shall be lodged provisionally in the hands of H. B. M. Consul until the purchase shall be complete.

Mr Wood
Ack. Nomination approved
No change will be made in allowances at present
Dec 10 Jany
W Wood

DEPARTMENT RECEIVED JAN 3 1877 OF STATE

No. 40. ack Jany 17

United States Consulate General,
at Shanghai.

Mr. Myers,

to the

Department of State,

Subject.

Approving the nomination of Yeo Eng Lian as Interpreter at Amoy.

The Consul General does not agree with Mr. Henderson in his proposal to re-adjust the salaries of Interpreters.

No. 40.

U. S. Consulate General,
Shanghai, November 28. 1876.

Honorable John L. Cadwalader,
Asst. Secretary of State,
Washington.

Sir,

Touching Mr. Hendersons' No. 120, and the nomination by him of Yeo Eng Lian as Interpreter at Amoy under your instruction No. 50, I have the honor to hereby approve the nomination.

I think that with all the Formosan ports and Swatow it is very unlikely that the work of interpretation for the Amoy district will be any more than an Interpreter of ordinary executive ability can attend to.

I cannot concur with the Consul in the estimate of the importance of his port, or in his gratuitous advice to re-arrange the salaries of Interpreters. The statement that the Agents in Formosa are not invested with judicial authority shows his appreciation of the fact that in dealing with the

the Chinese authorities the communications would properly be made to and from Amoy. The fact that the Agents are of necessity commercial people indicates that among their staff would be some natives capable of forwarding dispatches, or making copies of papers which were for reference to the Consul at Amoy. It is likely that in treating with the nominee Mr. Henderson found him to be satisfied with existing appropriations.

I think it likely that apart from other considerations the German Government, at this juncture would place their Consul at Amoy, where he has telegraphic communication with Europe, rather than an Agent under the officer at a neighboring port.

I desire to remark in this connection the disability which we are likely to labor under at any time in the matter of Interpreters. It is unfortunate that we have to depend in any case on a Chinese subject for such work. Their subserviency is such, that except in ordinary matters, no reliance can be placed upon their renderings

renderings. There is not now in China, outside of the Customs service or Missionary circle, excepting Mr. Pethick at Tientsin and Mr. A. Jenkins at Hankow, one American, competent to perform the duties of an Interpreter. Missionaries know little of commercial terms, or official forms or usages, and are thus wanting in ability. The case has been ably presented to the Department, both by former Ministers and from this office, and I cannot do better than to refer to those statements of our needs in that respect.

I am Sir,

Your obedient servant,

John C. Myers.

Consul General.

Ack. Inform him of action of Dept
Feb 6 Jany

w

Ack Feby 6

No. 41.

United States Consulate General,
at Shanghai.

Mr. Noyes

to the

Department of State,

Subject,

Opening of new ports to trade with foreigners.

Abstract,

States that the ports of Ichang, Wuhu, Wenchow and Pakhoi, will be opened to Foreign Trade in March next, and that it will be desirable to have Consular Agents established there.

No. 41. U.S. Consulate General,
Shanghai 11th Dec. 1876.

Honorable John L. Cadwalader,
Asst. Secretary of State,
Washington.

Sir,

I have the honor to inform you that I am apprised by the Minister that it is probable the ports of Ichang, Wuhu, Wenchow and Pak-hoi will be opened to Foreign Trade in March next under the agreement made between the English and Chinese Plenipotentiaries at Chefoo on the 13th of Sept. last, and that it ~~it~~ is desirable to have Consular Representatives of the United States at those ports, which will be agencies under Hankow, Chinkiang, Ningpo and Canton respectively.

Ichang on the Yangtsze river, falls within the Consular district of Hankow.

Referring to Mr. Bush's dispatch No. 337, I have the honor to hereby approve the nomination of Mr. Charles G. Beebe as Consular Agent at Ichang, as a gentleman well qualified for the place.

I

I have therefore the honor to ask that a seal be furnished for the Agency at Ichang, together with a "Coat of Arms."

I am Sir
Your obedient servant.
John C. Myers.
Consul General.

Ulwood

Dr. Ingers No. 42 Dated 18th Dec 187

Ack. Rec'd

Subject

Examination of a Canadian Agent at Quebec. Disrespectful dispatch of Consul Henderson to Consul General Ingers.

After an examination it appears ~~to me~~ that Mr Henderson has been twice reprimanded by the Dept for the offensive matter contained in No 42 and 38 dated respectively 13th November 1875 and 27th November 1876. He has not received No 38 when his No 92 to Mr Ingers was written. He does not appear to be inclined to adopt the advice of the Dept

J. U. Campbell

29 Dec

Cons
&
C.

No. 42. a cK Feby 6

United States Consulate General.
at Shanghai,

To the
Department of State,

Mr. Myers.

Subject.

The nomination of a Consular Agent at Swatow.

Abstract.

Acknowledges receipt of Dept's No. 10 and reverting to it signifies his approval of the nomination of Mr. W. C. Howland as Agent at Swatow.

Deprecates Mr. Henderson's delay in offering this name. Incloses copies of correspondence bearing upon the subject.

No 42 13 Nov '75
" 38 27 " '76

No. 42. U.S. Consulate General,
Shanghai, 13th Dec. 1876.

Honorable John L. Cadwalader,
Asst. Secretary of State,
Washington.

Sir,

I have had the honor to receive your instruction No. 10.

Reverting thereto, and to Mr. Henderson's dispatch of the 28th November, dated at Swatow and without a number, I have the honor to hereby signify my approval of his nomination of Mr. W.C. Howland as Consular Agent at Swatow.

I am unable to see any good reason for Mr. Henderson's delay in making this nomination, as Mr. Howland has been resident at Swatow ever since the Consulate was discontinued, and was available and competent.

Having seen in the public prints that an "appointment" of a British subject to the position of Agent, had been made I addressed Mr. Henderson my dispatch No. 197 (copy inclosed) To that dispatch I received his, No. 92, (copy inclosed) which is very disrespectful - to

to me, and which I desire to bring to your notice as another act of official discourtesy on the part of Mr. Henderson. Another instance was reported to you in my No. 16.

Having received a written protest against the action which tended to place the Agency under the charge of Mr. T. W. Richardson; I addressed Mr. Henderson my No. 198. (Copy inclosed.) I have now received his nomination of Mr. Howland.

My action in this matter was taken in view of my supervisory powers as Consul General, and in view of the facts published and information received from leading and honorable Americans at Swatow, and I ask the Department to approve my course.

The seal for the Swatow Agency has been received.

I have the honor to be, Sir -

Your obedient servant,

John C. Myers
Consul General.

Inclosures

1 Mr. Myers to Mr. Henderson 8 Nov. 1876.
2. " Henderson " " Myers 15 " "
3. " Myers " " Henderson 21 " "

(Inclosure No. 1.)

No. 194. Copy.

U. S. Consulate General,

Shanghai, November 8th 1876.

J. J. Henderson, Esq.

U. S. Consul

Amoy.

Sir,

I have seen in the "Evening Gazette" of the 3d instant, a news item from Swatow dated 24th Oct. in which the writer states "that Mr. Richardson of Messrs Bradley "& Co. and the Netherlands Consul, has received "instructions to take charge of the American "Consulate."

Reverting to the instruction to you from the Department of State, No. 56. I have the honor to remark that I think it contemplates only a nomination from you of a suitable person to the office of Consular Agent at Swatow. It further says that Mr. Shepard has been instructed what disposition to make of the Consular archives, in the event of his departure from Swatow before the appointment of an Agent is made. I understand that Mr. Shepard is

is still in Swatow. No nomination has yet been received by me from you of any person for the post. I think the instruction contemplates that no functions will be exercised until the Department has acted upon the nomination in the usual way, and a seal supplied, as the seals of the late Consulate are to be deposited in your office at Amoy.

Mr. Richardson, the gentleman named in the extract referred to is not an American citizen. I am informed that Mr. W. C. Hoveland, the late duly qualified and commissioned Vice Consul is engaged in ~~in~~ business at, and resides in Swatow. Would not the most appropriate, as well as courteous course be to nominate him for the position? ~~I believe~~ I beleive that there is more than one citizen of the U. S. in Swatow who is qualified to fill the position, and Section No. 19, of the Consular Regulations makes it practicable to give a preference to our own people, over aliens.

In case the report above alluded to is true, I would suggest that the archives be dealt with by Mr. Shepard under the instruction, until a nomination is made,

made, and acted upon by me; the appointment made by the State Department, and a seal received, and that Mr. Richardson be informed that he has no authority as a Consular Agent until the nomination shall have been acted upon by the Department.

I have received no information from Mr. Shepard that he has deposited the Archives or handed you the seals of the late Consulate, I will therefore send him a copy of this dispatch for his information.

I am Sir.

Your obedient servant,

Signed John Collyers,

Consul General.

(Inclosure No. 2.)

No. 92. U.S. Consulate General,

Shanghai, 15th November 1876.

John C. Myers, Esqrs.

&c. &c. &c. &c.

Shanghai.

Sir,

I can but regard your No. 197 of the 8th instant based on "a news item you have seen in the "Evening Gazette" in reference to the Consular Agency at Swatow, as not only discourteous to me, but as an unauthorized and unwarranted attempt on your part to forestall and control my action under instruction No. 56, which I have received from the Dept. of State. I am not aware of any law or regulation calling upon you to interfere with the nomination of an Agent under this Consulate until it has been sent to your office for transmission to the Department. If when that was done, you had sufficient reason for withholding your formal approval from the act of the officer concerned — the only one in a position to know who was a suitable person for the place — you might perhaps be justified in sending forwards

forward the nomination without such approval.

I shall send a copy of this dispatch to Mr. Shepard.

I am Sir,

Your obedient servant.

(Signed) J. J. Henderson,

Consul.

(Inclosure No. 3.)

No. 198. (Copy.)

U. S. Consulate General,
Shanghai, 21st November 1876.

F. F. Henderson, Esqr.
United States Consul,
Amoy.

Sir,

In order that the interests of the United States at Swatow may not suffer for want of care, by reason of their yet being no Consular Agent there, please recommend for appointment such person with out further delay.

In view of the fact that so long a delay has occurred in this matter, and as I am reliably informed that there are two American citizens resident in Swatow who are capable of assuming the duties of the Agency, I have the honor to ask that you act promptly in the matter of a nomination.

I am Sir,
Your obedient servant,
(Signed) John C. Myers,
Consul General.

Underwood

Ans per dft.
Jne 21 Mch

No. 43.

Ack. Feb 6
Ack March 23

United States Consulate General,
at Shanghai -

To the

Department of State,

Mr. Meyers

Subject.

Irregularities charged against the Consul at Hankow.

Abstract.

Transmits the various claims made up in due form - without comments thereon.

No. 43.

U. S. Consulate General,
Shanghai, 13th December 1876.

Honorable John Lo. Cadwalader,
Asst. Secretary of State,
Washington.

Sir,

Reverting to the subject of my dispatches to you Nos. 21. 23. and 25, I have now the honor to inform you that I visited Hankow in October last for the purpose of inquiring into the alleged irregularities of Mr. R. M Johnson Consul at that port.

I found that Mr. M. A. Jenkins had a claim against Mr. Johnson for services as Interpreter, he alleging that he had given to Mr. Johnson receipts for his salary for the 3d and 4th quarters of 1869, and the 1st and 2d quarters of 1870, but for which he received no money. I inclose a copy of Mr. Jenkins's letter to me of the 25th October last, detailing his claim.

I inclose also a copy of a claim made by Messrs Piatkoff Molchanoff & Co. based upon a promissory note given to that firm by Mr. Johnson signed as U. S. Consul.

I

1/ I inclose also a claim for $208.31/100 made by Yuet Chong a storekeeper of Hankow, being a bill for provisions &c. extending over several years.

I inclose also a claim for $186.75/100 made by by Messrs Ladage, Oelke &Co. of this port for clothing &c.

The claims so far as now presented amount to $6.861.37/100 as per summary in- 1/ closed.

I submit them and the several inclosures for your information, and without comment.

I am Sir,

Your obedient servant.

John C. Myers.

Consul General.

Copy.

Hankow, October 25th 1876.

J. C. Myers, Esquire.
United States Consul General,
Shanghai.

Sir,

I respectfully beg to submit my claim for salary due me for services as Interpreter at this Consulate from the 1st of July 1869, to the date of commission 12th November 1875, amounting in all to $4,486.31/100, and submit the following statements.—

The amount of my claim is as follows—

For salary as Interpreter from July 1st 1869 to November 12th 1875 say 76 months and 11 days @ $1,000.- per annum $5,614,13.

Less time unemployed from April 1st to August 31st 1875 say 5 months $418,48.

Received salary at the rate of $750 per annum.

3d Quarter of	1874		$187,50
4th do	"		" 187,50
1st "	"	1875	" 187,50
Month of September		1875	" 61,14
October 1st to November 1st		1875	" 85,60
		Brought forward	418,48 — 1127,72
			4486,31

I claim at the rate of $1000. per annum to date of my commission for the reason that I received salary at that rate previous to July 1st 1869.

I have signed receipts in duplicate for salary for 3d and 4th quarters 1869, and 1st and 2d Quarters of 1870, but have received no payments for those quarters, and I beg to hand you a letter from Mr. R. M. Johnson dated 22d of January 1874 in support of my statement. — I gave the vouchers for the above named 4 quarters to enable Mr. Johnson to draw for the amounts which he promised to pay me as soon as he had collected it from the Government. - In July 1870 Mr. Johnson informed me he had drawn from the amounts due me from 1st July to December 31st 1869 and that it had been charged to his account so he could not pay me the money showing me a letter from the State Department to that effect. The amount $709.24 which I have deducted from my claim is comprised in the payment of $811.14 on the 6th March 1876 on which date I was paid by Mr. Johnson in accordance with vouchers dated 6th March 1876. I have asked Mr. Johnson repeatedly to settle my

my claim without receiving any satisfaction, although he made promises from time to time to pay me. He told me on many occasions that the claim had been sent to the Department.

I beg to hand copies of the following letters.—

dated 22nd of January 1874 – 4th February, 4th March, 6th March 1876.

I am Sir

Your obedient servant,

(Signed) H. Andrew Jenkins.

(Copy.)

United States Consulate
Hankow, China.

On this 25th day of October, in the Year of Our Lord, Eighteen Hundred and Seventy Six, before me F. D. Bush, Vice Consul of the United States of America for Hankow, China, and the dependencies thereof, personally appeared Mr. Andrew Jenkins, and being duly sworn deposed that the foregoing statement hereunto attached, contains the truth, the whole truth, and nothing but the truth; that the said statement was reduced to writing by him and when completed was carefully read to him; and being by him corrected, was by him subscribed in my presence.

Given under my hand and seal of this Consulate, the day and year above written.

(Signed) F. D. Bush
Vice Consul.

(Copy)

United States Consulate,
Hankow, January 22d 1874.

M. A. Jenkins, Esqr.
Hankow.

Sir,

I have to own receipt of your letter of 19th inst. in reference to services rendered by you as Interpreter at this Consulate since my arrival at the port in October 1869 for which, as yet, you have received no compensation.

I note the information contained in your letter that you must decline to act as Interpreter at this Consulate in future, unless some good, and sufficient guarantee is given that salary will be paid you quarterly at the rate of not less than $1200. per annum.

You request me to bring the matter before the Honorable Secretary of State, and request payment for services rendered by you at the rate of $1000. per annum.

Please accept my thanks for the kind expressions of regard conveyed in your letter, and believe me when I say they are reciprocated on my part.

I take advantage of this opportunity to

to express my appreciation of the valuable official services you have rendered me since my arrival at this port in 1869 — and I must say that without your aid (which has always been cheerfully given) I could not have successfully attended to the duties of my office.

I will comply with your request and submit your claim to the Honorable Secretary of State, with a request that the same be paid, and I will also suggest that an appropriation of $1200. per annum be made for the pay of an Interpreter at this port in future.

Pending instructions from the Department of State, I beg to hand you herewith a personal guarantee that a salary of $1000. per annum will be paid you for your services in future, the same to be paid quarterly, and to begin on January 1st. last past, which I hope will be satisfactory to you.

I am Sir,

Your obedient servant,

Signed / R. M. Johnson.

U.S. Consul.

A true copy of original on file.
Sgd / F. O. Bush
U.S. Vice Consul
24 Oct. 1876.

(Copy.)

United States Consulate,
Hankow, January 22nd. 1874.

Agreement.

Pending the approval of the Department of State, I hereby agree to pay Mr. Andrew Jenkins Esqr. the sum of One Thousand Dollars per annum, payment to be made quarterly, for and in consideration of his giving me his services as Chinese Interpreter at this Consulate.

This Agreement to be in force on and after January 1st. 1874.

Witness my hand and the seal of this Consulate the day and year next above written.

(Signed) R. M. Johnson.
U. S. Consul.

A true copy of original on file,
(Signed) F. D. Bush.
U. S. Vice Consul
24th October 1876.

Copy.

Hankow, 4th February 1876.

R. M. Johnson, Esqr.
United States Consul,
Hankow.

Sir,

I beg to acknowledge receipt of your letter of the 3d instant, handing me my commission and copy of a letter from the Department of State to you, in which I notice the following.— "Mr. Jenkins will be allowed compensation at the rate of Seven Hundred and Fifty "($750) Dollars per annum for the time he has "been employed, as requested by you."

I must request that you will carry out the instructions you have received and pay me for the time I have served as per your letter to me of the 22d January 1874, viz: from 1st July 1869 to date of commission, less five months, when you were partially served by Tzu San Chang. You must be aware I hold your guarantee dated 22d Jan. 1874, for compensation at the rate of $1000. per annum; it is therefore with great surprise that I notice you will only pay me for the time from 1st July 1874.

1874 to April 1875, the month of September, and the fourth quarter of same year, in all say 13 months.

I will hand you a receipt in duplicate, for the amount which you pay me, upon receipt of the same as is customary.

I am Sir,

Your obedient servant,

(Signed) M. Andrew Jenkins.

A true copy of the original on file.

(Signed) F. D. Bush.

U.S. Vice Consul

24th October 1876.

(Copy.)

No. 38. United States Consulate
Hankow, 4th March 1876.

M. A. Jenkins, Esqr.
Interpreter United States Consulate,
Hankow.

Sir,

Referring to our conversation of yesterday, and the day previous, when you asked me to reply to your letter of 4th of February, I have to advise that my letter of the 2d ultimo to you expresses my views fully in regard to the instructions received from the Department of State, in regard to paying you certain amounts, for services rendered as Interpreter at this Consulate. In the letter referred to I informed you that I was instructed to pay you for your services at the rate of $750. per annum for the third and fourth quarters of 1874, the first quarter 1875, the month of September and the fourth quarter of same year and that I would make out an account for your salary for the time named and give you a draft on the Honorable Secretary of the Treasury, upon your handing proper vouchers

vouchers in duplicate. At different times you have refused to give me vouchers as I requested you to do, but offered instead to accept any amount I should pay you and give me a receipt for same as so much paid on account for services rendered. The acceptance of such vouchers, I informed you would not meet with the approval of the Department of State, and I therefore declined to accede to your request.

I am still anxious to carry out the instructions of the Department, and if you wish I will make out an account for the four quarters and the one month named, and draw for the same when you hand me voucher in duplicate.

The vouchers should be made out for each quarter and the one month separately.

I have to inform you that during your absence at Shanghai I forwarded to the Department all the correspondence held with you upon this subject, and also advised of your absenting yourself from the port without

consulting

6

consulting me. You were absent from the night of the 12th. February to the morning of the 1st. inst. and reported in person your return on the morning of the 2d instant. During the time named, the interpretation of this office was satisfactorily attended to by the Revd. Mr. Höling, at my request.

If you will enter into any explanation, and give me your reasons for absenting yourself from the port in the abrupt manner in which you did, I shall be happy to forward a copy of your reply to the Department of State.

Will you also kindly inform me if I may consider that you have resumed the duties of your office?

I am Sir,

Your obedient servant,

(Signed) R. M. Johnson.

United States Consul.

A true copy of original on file.

(Signed) F. D. Bush,

U. S. Vice Consul,

24th October 1876.

(Copy.)

Hankow, March 6th 1876.

R. M. Johnson, Esq.
U. S. Consul,
Hankow.

Sir,

I beg to own receipt of your letter No. 39, of the 4th instant and have to inform you that I am willing to sign receipts in any form, for any length of time and amount, but with the distinct understanding that the said receipts do not in any manner invalidate my claim for services rendered you as Interpreter, nor destroy your guarantee for services rendered.

I am Sir
Your obt. svt.
(Signed) M. Andrew Jenkins.

A true copy of original on file.
(Signed) F. D. Bush,
U. S. Vice Consul,
24th October 1876.

Copy.

No. 544. United States Consulate,
Hankow, 24 October 1876.

John C. Myers, Esquire
United States Consul General,
Shanghai.

Sir,

I beg to hand you enclosed an open letter from Mr. M. A. Jenkins together with enclosures called for therein and have to call your attention to my certificate at the foot of the letter.

Pursuant to verbal instruction given me by yourself at this Consulate on Saturday the 21st inst. on which occasion Mr. M. A. Jenkins notified you of his claim for services as Interpreter in past years, and for which he has not been paid, I beg to hand you copies of the dispatches and letters, as enumerated below, which you requested me to forward with those to be handed you by Mr. Jenkins.

I have taken the liberty of certifying to all the documents compared with the originals and copies on file in the archives of this Consulate.

I am Sir,

Your obedient servant,
(Signed) F. D. Bush,
U.S. Vice Consul.

Inclosures-

No. 1. R. M. Johnson to H. B. Barron 7 Jan 1870.
" 2 Interpreters Account - - - 7 " "
" 3 H. D. Barron to Mr. Johnson 20 May "
" 4 J. C. B. Davis to Mr. Barron 6 Apl. "
" 5 Mr. Johnson to Mr. Barron 2 " "
" 6 " " " " 16 July "
" 7 " " " Seward 7 Feb. 1874.

(Copy.) (Inclosure No. 2.)

The United States Government,
in account with-
R. Mc. Johnson
U.S. Consul, Hankow, China.

Dr.

1869 Dec. 31. To services as Interpreter at this Consulate from July 1st 1869 to December 31st 1869 (Two quarters) at $1000. per annum as per voucher No. 1. hereto annexed. $500.00

Cr.

1870 Jany. 7 By proceeds of my draft No. 4 on the Honorable Secretary of the Treasury at 15 days sight in favor of Messrs Russell & Co. for $542.87/100 Gold dollars as per Exchange Vouchers No's. 1 and 2 annexed $500.00.

E. & O. E.

Hankow, China.
Jany. 7th 1870.

(Signed)
R. Mc. Johnson,
U.S. Consul.

A true copy of press copy on file.

(Signed) F. A. Rush.
U.S. Vice Consul.

24th October 1876.

Inclosure No 1. (Copy)

No.

U.S. Consulate, Hankow Jan'y. 7th 1870.

Sir,

I herewith transmit my Account for salary paid M.A. Jenkins, Esqr. Interpreter for this Consulate, for six months from July 1st 1869 to December 31st 1869 supported by the necessary vouchers.

I have to advise my draft No.4. at 15 days sight on the Honorable Secretary of the Treasury in favor of Messrs Russell & Co. for Gold Five Hundred and Forty Two 87/100 to balance the same. Exchange vouchers No. 1. and 2. accompany the account. Requesting protection of draft

I am Sir,

Your obedient servant,

(Signed) R.M. Johnson. — Consul.

Hon. H.D. Barron,

5th Auditor U.S. Treasury.

Washington.

A true copy of draft or file,

(Signed) F.D. Bush, U.S. Vice Consul.

24th October. 1876.

(Inclosure No. 3.)

Copy.

Treasury Dept. 5th Auditors Office,
Washington May 20th 1870.

Sir,

Having submitted to the Secretary of State your account for the salary of Mr. M. A. Jenkins as Interpreter at your Consulate from 1st July to 31st December 1869, he has declined to allow it for want of an appropriation. The draft transmitted by you for the amount including the loss ($542,87/100) I have requested may be paid and charged to your salary account on the Register Books.

I inclose herewith, copy of the letter from the Department of State, disallowing the account.

I am Sir Respectfully,
Your obt. servant,
(Signed) H. D. Barron,
Auditor.

R. M. Johnson, Esqr.
United States Consul,
Han Kow, China.

A true copy of original on file—
(Signed) F. D. Bush,
US Vice Consul.—

24th October 1876.

(Copy.) (Inclosure No. 4.)

Department of State,
Washington 6th April 1870.

Henry D. Barron, Esqr.
Fifth Auditor,

Sir,

In answer to your inquiry of the 30th ultimo I have to state that I do not find any Interpreter on our list for Hankow, nor is any appropriation to pay salary for one at that Consulate.

I am Sir,
Your obedient servant;
Signed J. C. B. Davis.
Asst. Secretary.

A true copy of copy on file.
(Signed) F. D. Bush.
U.S. Vice Consul.
24th October 1876.

on file in this office. (Signed) J. L. Dunn.

Copy. (Inclosure No. 5.)
Received. No. 16.

U.S. Consulate, Hankow
April 2d 1870.

Hon. H. D. Barron,
5th Auditor U.S. Treasury.
Washington.

Sir,

I herewith transmit my account for salary paid M. A. Jenkins, Esqr. Interpreter for this Consulate from January 1st to March 31st (One Qr.) supported by the necessary vouchers. I have to advise my draft No. 9, on the Hon. Secretary of the Treasury in favor of Messrs Russell & Co. for gold. Two Hundred and Seventy Three 87/100 to balance the same. Exchange vouchers Nos. 1 and 2 annexed.

Requesting your protection of draft,—

I am Sir,
Your obedient servant,
(Signed) R. M. Johnson,
U.S. Consul.

N.B. The Account mentioned in this dispatch is not on file in this office. (Signed) F. D. Bush.

A true copy of press copy on file.
(Signed) F. D. Bush.
U.S. Vice Consul.
21st October 1876.

(Inclosure No. 6.) No. 32. — Copy.

United States Consulate,
Hankow, July 16. 1870.

Sir,

I have the honor to acknowledge the receipt of your favor of May 20th 1870 inclosing a letter from the Assistant Secretary of State informing me that there is no appropriation made to pay salaries at this Consulate. Also that the draft drawn by me for amount of salary due M. A. Jenkins from 1st of July to 31st of December 1869 had been paid and amount charged to my salary account in the Register books.

Your letter reached me just as I was forwarding my Returns for 2d Quarter of 1870, and as I had no instructions to debit myself with the disallowed amount I did not do so but I did not draw for salary for Interpreter for 2d Quarter of 1870. —

I have &c. &c.

(Signed) R. M. Johnson.
Consul.

Hon. H. D. Barron,
Fifth Auditor, Washington D.C.

A true copy of draft on file,
(Signed) F. D. Bush.
U.S. Vice Consul, (24th October 1876)

22 1a

'Copy.' (Inclosure No. 7.)

No. 257. United States Consulate,
Hankow February 7th 1874.

George F. Seward, Esquire.
United States Consul,
Shanghai.

Sir,

I have the honor to forward herewith despatches No's. 155, 156, 157, and 158 to the Department of State.

I beg to call your attention to my despatch No. "157" wherein I recommend an appropriation of $1200. per Annum for the pay of an Interpreter at this port and I would respectfully request if my recommendation meets with your favor that you may be pleased to approve of the same before forwarding it to the Department.

I am Sir,
Your obedient servant,
(Signed) R. M. Johnson,
Consul.

A true copy of draft on file.
(Signed) F. D. Bush,
24 October 1876. U.S. Vice Consul

Blank Page.

(Copy.)

No. 535.

United States Consulate,
Hankow, 23d. September 1876.

John C. Moyers, Esqr.
United States Consul General,
Shanghai,

Sir,

I have the honor to transmit enclosed herewith, an open cover from Messrs. Siat-Koff Molchanoff & Co. a Russian firm doing business at this port, which has been deposited with me for transmission to you.

With reference to the letter given by me on the 17th ultimo, in which I advised the conveyance of the promissory note, therein alluded to under transmission from Mr. R.M. Johnson, I beg to inform you, that on the 14th of July 1876 at the request of Mr. R.M. Johnson then in charge of this Consulate I gave a receipt for said promissory note to enable that gentleman to avail of the opportunity to take said note, in person, for the avowed object of obtaining the signature of Mrs R.M. Johnson, and I complied with that request as an act of

of registration.

On the 17th August said note was returned to me and in due course I handed the document to Messrs Piatkoff Molchanoff & Co., demanding in turn the return of the receipt given by me on the 14th July, which receipt has been duly cancelled.

I beg to inform you that I have taken copies of the documents under transmission herewith, making a record of same in the archives of this Consulate.

I am Sir,

Your obedient servant,

(Signed) F. D. Bush,

United States Vice Consul.

(Copy of inclosure to above)

Hankow 22d September 1876.

John C. Myers, Esqr.

United States Consul General,

Shanghai.

Sir,

We take the liberty of informing you that Mr. R.M. Johnson formerly United States Consul at this port, now absent on leave, is indebted to us in

Copy.

in the sum of Hankow taels 1600.— Say One Thousand Six Hundred Taels Hankow Sycee, for the payment of which he has given us his promissory note, dated 10th July 1876, eight months after date, due here 10th March 1877, as United States Consul and endorsed in blank by his wife, which we beg to enclose herein, as also a dispatch of Mr. F. D. Bush, United States Vice Consul dated 17th August 1876, handing us the said promissory note, which had to be sent to Japan for Mrs. Johnson's signature.

Not being acquainted with the law of the United States we are not quite certain whether the enclosed documents are in order and we therefore beg leave to ask you to note our claim and to forward the same to the United States for registration, in order to secure the due payment of Mr. R. M. Johnsons promissory note, given as United States Consul at this port.

Apologizing for troubling you in the matter and requesting the return of the enclosed two documents at your convenience.

We have the honor to be, Sir,

Your most obedient servants,

(Signed) Piatkoff, Molchanoff & Co.

(Copy.)

Hankow, July 10th 1876.

Taels 1600.—

Eight months after date I promise to pay to Mess. Piatkoff, Molchanoff & Co. or order, the sum of Sixteen Hundred Taels, Hankow Sycee, for value received.

R. M. Johnson,
U. S. Consul.

Copy,
No. 179.
local 1876.

United States Consulate,
Hankow, 17. August 1876.

Messrs Piatkoff Molchanoff & Co.
Hankow:

Gentlemen,

I beg to hand you herewith Mr. R. M. Johnsons promissory note for Taels 1. 600. 00, (One thousand six hundred.) dated the 10th July 1876, in your favor; under transmission from him. As agreed upon the note bears Mrs. Johnson's endorsement.

I will thank you to return to me the receipt which I handed you on the on the 15th ultimo.

I am, Gentlemen,
your

I am, Your obedient servant,
F. D. Bush,
United States Vice Consul.

Inclosure.
Mr. Johnson's note as above.

Copy.

No. 153 United States Consulate,
Local 1876 Hankow. 17. July 1876.

T. D. Bush Esquire
U. S. Vice Consul
Hankow.

Sir:-

I have the honor to own receipt of your despatch of this date with which you hand me my promissory note of July 10th. 1876. for Taels 1600: due Eight months after date, and payable to the order of Messrs Pialtkoff, Molchanoff & Co. which I handed you with my letter of the 14th instant requesting you to hold the same for collection.

The conditions on which you hand me the note are correctly stated in your letter now under answer and I agree to return the note to you through the United States Consul at Kobi after obtaining Mr Johnson's signature to the same.

Until the note is returned to you from Japan this communication shall represent the same as my indebtedness to Messrs Pialtkoff, Molchanoff & Co. Thus releasing you from any responsibility in intrusting the note to me for the purpose above named.

I am Sir, Your Obedient Servant.
(Signed) R. W. Johnson
Consul

A true Copy
T. D. Bush
U. S. Vice Consul

Copy.

United States Consulate.

Hankow, October 19th, 1876.

Depositions taken by John C. Myers Esq,
United States Consul General.

M. Molchanoff. (partner in the firm of
Piatkoff Molchanoff & Co, Hankow.
being duly sworn, deposed.

I am a member of the firm of Piatkoff-Molchanoff & Co. I hold a note against R.M. Johnson for Taels 1.600. Hankow Sycee. The note is signed R.M. Johnson, U.S. Consul. The note is in Mr Johnsons handwriting. The note was not written in Mrs Johnsons presence. I do not know why Mr Johnson signed his name as U.S. Consul to the note. The note was for value received. It was for money lent. I gave Mr Johnson a check on the Hong Kong and Shanghai Bank. The check was for Taels 1.600 Hankow Sycee. As a private gentleman I do not think I would have loaned Mr Johnson the money. He being the Consul for the United States I thought him a good man. He gave me a policy of insurance on his furniture as security when I gave him the money. The policy was for Taels 1.500, Hankow Sycee. I thought-

it was all right. The note was dated July 10th — 1876. The note was given in place of a former one. I received a letter dated March 17th 1876, from Mr Johnson, asking me to let the note run another month, so he could sell his furniture and pay me the money due, out of the proceeds of the sale. He did not settle with me. I received no money from the proceeds of the sale. I gave up the insurance policy, as the sale of the furniture rendered it valueless. I am not sure, as to whether the policy covered the building and furniture - I was not aware of Mr Johnsons financial or pecuniary condition when I loaned him the money. Mr Johnson does not own any property in Hankow. (Signed.) M. Molchanoff -

T.D. Bush Esqr.

being duly sworn, deposes -

I am successor to Mr Johnson as Vice Consul, in charge of this Consulate. I am aware that a note was given by Mr Johnson to Messrs. Piatkoff Molchanoff &co for Taels 1.600. Hankow Sycee. The note was for 8 months. I do not know what representations Mr Johnson made in the negotiation of this note. I did not know of this note until it was shewn to me - I saw it first on the 14th of July. It was previous to having Mrs Johnsons —

endorsement. Mr Johnsons credit was not good in Hankow at this time. It is the opinion of this community that Mr Johnsons financial condition has damaged the reputation of this office. Mr Johnsons financial proceedings have damaged the reputation of this Consulate. It is an unpleasant fact — (Signed) H. D. Bush.

Yuet Chong.

being Cautioned. deposes.

I am a Storekeeper. I have kept a store and done business here for 14 years. I keep a general store, oilman stores, provisions, and ship-chandlery. I know Mr R. M. Johnson. He began dealing at my store about 5 years ago. He became indebted to me, and ceased dealing at my store about 2 years ago. He dealt altogether with me about 3 years. He owes me now $208.31¢. This money is for stores obtained at my store. I have asked him to pay me, a great many times. He put me off from month to month. He last put me off until he returned from the United States. I thought he was a proper man, as he was the American Consul. When he went away from Hankow, I sent my bills to the United States Consul General, at Shanghai.

(Signed) Yuet Chong.

Shanghae 5 Sept 1876

R M Johnson Esq

Bought of Ladage & Oelke.

Corner of Szechuen & Canton roads.

75			
Aug	2 pr kid gloves	3	
49	2 pr " "	3	
13	1 trousers	7	
	1 pr boots	6	
	1 cap	2	
	3 pr kid gloves	4	50
16	1 hat	3	50
76		"	"
Sept 5	½ doz shirts	13	
	1 " collars	3	50
	1 pr boots	6	
	2 pr gloves	3	
15	1 pr trous & vest	12	
19	1 pr Rubbers	5	50
22	1 hat	3	50
25	½ doz ties	4	50
23	6 shirts made	6	
	1 shirt front		75
		$ 86.	75

1.

Hankow, December 1869.

Mr. Johnson

United States Consulate Bought of YUET CHONG.

GENERAL STORE-KEEPER, &c., &c.,

1869.					$	
Dec.	1	To	½	Dz Martell's brandy	4	50
	"	"	3	Bottles Sherry	1	80
	"	"	4 4/4	4ds White grass clothes	17	70
	"	"	3	Pairs Slippers		60
	"	"	1	Box Matches		20
	"	"	1	Playing Tay	1	00
	2	"	30	Yds Silk braids		25
	4	"	2	Dzs Buttons		20
	"	"	1	Tin Kerosine oil	3	50
	"	"	6	Bottles Olives	2	75
	"	"	1	" Mustard		50
	7	"	3	lbs Butter	2	25
	"	"	10	lbs Sugar	2	00
	"	"	30	Yds Black braids		25
	9	"	2	lbs Butter	1	50
	11	"	1	Lamp Shade		33
	14	"	1	Tin Kerosine oil	3	00
	"	"	6	Lamp Chimneys	1	66
	"	"	3	Dzs do Wick		60
	"	"	1	Sandal wood bridge board	1	25
	22	"	1	Loaf Sugar	1	35
	23	"	1	Bottle Almonds	1	00
	24	"	1	~~Box~~ Tea Working box	3	75
	"	"	1	do do	2	00
	"	"	1	Gloves do	1	75
	"	"	1	" do		60
	"	"	1	Set Small, do		33
	"	"	1	" " do		12
				Brought over.	57	14

					£	s.	d.
			Brought forward.				
Dec.	24	Do.	1	Doz Collor			25
	"	"	125	Cigars		2	00
	"	"	1	Snuffle			25
	"	"	3	Bottles Confectionary			60
	25	"	2	" Port wine		1	00
	"	"	1	Loaf Sugar		1	40
	29	"	2	Tins Kerosine oil		7	00
	"	"	3	Lamp Chimneys		1	00
	31	"	1	Flannel Shirt		2	00
	"	"	1	Belt			50
	"	"	1	box Cigars		7	75
	"	"	1	Loaf Sugar		1	40
1870.							
January	1	"	1	Cap			75
	"	"	6	Bottles Sherry		3	00
	3	"	6	lbs. Butter		4	50
	"	"	2	Tins Peas			70
	"	"	1	" Mushrooms			50
	"	"	1	" Pate de		1	00
	"	"	1	doz Champagne		14	00
	"	"	1	" Sherry		7	00
	"	"	4	Bottles Portwine		3	00
	"	"	1	Tin Oysters			25
	"	"	1	" Sugar		4	50
	4	"	2	" Sausages		2	00
	"	"	2	lbs Coffee ground			66
	"	"	2	Tins Salmon			80
	"	"	2	Lamp Chimneys			66
	"	"	1½	doz Porter		4	50
	"	"	1	Box Raisins		1	25
	"	"	3	Bottles Hennessy's brandy		2	40
	"	"	1	" Lemon Peels			50
	"	"	2	Tins Oysters			00
	6	"	1	Yd Red Satin		2	00
	10	"	1	Hair brush			65
				Brought over		138.	51.

6. 1878.		Brought forward.		138.	51.
January	10	To.	Buttons		25
	"	"	1 Set dishes matings	1	25
	11	"	1 Silk Belt	3	50
	12	"	1 bbl Beer	3	00
	"	"	4 4/8 Irons		33
	"	"	9 4/8 Potatoes	20	25
	15	"	4 bbl Buttons		40
	17	"	4 " "		40
	"	"	2 Pkt Note paper	1	00
	16	"	2 pieces strings for hat		5p
	20	"	6 4/8 White grass clothes	4	37
	21	"	1 Tin Biscuits 16 lbs.	2	50
	"	"	100. Needles		06
	23	"	Tooth pick		12
	26	"	1 4/8 Cotton		60
	28	"	1 Tin Kerosine oil	3	50
	31	"	1 bbl Beer	3	00
Febry	5	"	1 Tin Sugar	4	60
	"	"	1 " Kerosine oil	3	40
	9	"	10. 4/8. Alpaca	10	00
	12	"	1 " do	1	00
	"	"	1 Bottle Almond		40
	"	"	3 B. black braids	1	40
	"	"	4 Bottles Sherry	2	40
	"	"	1 Box Raisins	1	25
	"	"	1 Tin tomatoes		33
	"	"	1 " Teas		40
	"	"	1 " Oysters		33
	"	"	3 Lamp Chimneys	1	00
	"	"	2 lbs Sweet meats		50
	"	"	1 Bottle Almond		40
	16	"	3 lbs Coffee ground	1	00
	21	"	1 Horse whips		50
	"	"	1 Tin Teas		40
51.			Brought forward —	212.	64.

1870		Brought forward —		270	64.
Deby	21	Do. 1 pieces white shirting		8	00
"	"	" 1 Rattan Case with a tea pot		1	00
"	"	" 1 do do do " do			75
"	"	" 5 doz Buttons			33
"	"	" 1 Pair Ivory Chopsticks			30
"	"	" 1 playing to ball			50
"	"	" 3 Yds Flannels		1	80
"	"	" 6 Yds black braid			25
"	"	" silk do		3	00
"	"	" 2 B. do			50
"	23	" 10. Yds Linen best.		6	00
"	"	" 1 B. silk braids			25
"	"	" 1 " do do		1	00
"	"	" 1 " do do			25
"	"	" 5½ Yds Satin		6	25
"	"	" 1 Tin Kerosine oil		3	40
"	"	" 1 Tea pot		1	00
"	"	" 1 Horse whip			50
"	25	" 4 Yds Gauges Chinese		2	00
"	"	" 1. B. Silk braid			25
"	26	" ½. Yd Alpaca			50
"	"	" 4 " Satin		5	00
"	"	" 1 B silk thread			40
"	28	" 1 Tin peas			40
"	"	" 1 " Tomatoes			93
"	"	" 1 " Almonds			40
"	"	" 1 " Sausages		1	00
"	"	" 6 Bottles Hennessy's *		4	25
"	"	" 6 do Sherry		3	50
"	"	" 4 lbs Butter		3	00
"	"	" 2 Lamp Chimneys			66
"	"	" 4 Bottles Champagne		4	00
"	"	" 2 " Hennessy's *		1	50
"	"	" 1 " Mustard			25
		Brought forward —		275.	16.

2.

1870						
		Brought forward —			275.	16.
Feby.	28	To. 6	Bottles	Sherry	3	60.
	"	" 1	Tin	Peas		40
	"	" 1	"	Mushrooms		50
	"	" 1	"	Sausages	1	00
	"	" 1	"	Tomatoes		33
	"	" ½	lb	Coffee ground,		33
	"	" ½	"	Sweet meat		50
	"	" 1		Lamp Chimneys		33
March	3	" 5	yds	White shirting	1	00
	"	" 3	lbs	Coffee beans,		50
	"	" 1		pieces shirting	8	00
	4	" 1	Tin	Tomatoes		33
	9	" 3	Bottles	Champagne	3	00
	"	" 4	do	Sherry	2	40
	"	" 1	Tin	Peas		40
	"	" 1	"	Tomatoes		33
	"	" 1	"	Sausages	1	00
	"	" 3	lbs	Butter	2	25
	"	" 1	Bottle	Salt		25
	10	" 2	lbs	Coffee ground		66
	"	" 1		Lge. Sugar	4	00
	11	" ½	doz	Beer	1	50
	"	" 6		pairs slippers	1	50
	"	" 1	Tin	Kerosine oil	3	25
	"	" 1	B.	braids		40
	12	" 2	"	silk thread		50
	"	" 3	"	" "		75
	14	" ½	doz	Beer	1	50
	"	" 1		Lamp Chimney		33
	17	" 1	Tin	Milk		50
	18	" 1	doz	Beer	3	00
	"	" 1	B.	Silk Thread		20
	19	" ½	doz	Beer	1	50
	20	" 3	lbs	Butter	2	25
	22	" 1½	doz	Beer	4	50
	"	" ½	"	Hennessy's *	4	25
		Brought forward —			332.	60.

1870				£		s	d
		Brought forward -			332	60	
March	20	To. ½	bg Sherry		3	50	
	"	" 2	Tins Sausages		2	00	
	"	" 1	" Asparagues			60	
	"	" 1	Bottle Raisins + almonds		1	00	
	"	" 2	Tins Peas			80	
	"	" 1	Bottle Nuts			40	
	"	" 1	" Lemon peels			60	
	"	" 1	" Chutney		1	00	
	"	" 6	" Hock		1	50	
	"	" 6	" Champagne		6	00	
	"	" 2	Tins Oysters			66	
	"	" 3	Bottles Port wine		3	00	
	24	" ½	bg Beer		1	50	
	"	" 1	Bottle Salad oil			50	
	"	" 2	lb Coffee beans.			33	
	25	" ½	bg Beer		1	50	
	28	" 1	Bottle Mustard			25	
	"	"	Tooth pick			12	
	"	" ½	bg Beer		1	50	
	29	" 3	lb Butter		2	25	
	"	" 1	Bottle Salad oil			50	
	"	" 1	" Salt			25	
	30	" 4	" Sherry		2	40	
	"	" ½	bg Beer		1	50	
	31	" 1	Tin Kerosine oil		3	25	
	"	" 4	Bottles Hennessys +		3	00	
	"	" 1	" Salt			25	
April	2	" 1	Joss board.			25	
	28	" 1	lb Coffee ground			33	
May	1	" 1	bag Beer		3	00	
	"	" 1	Bottle blacking			33	
	"	" 1	Box Raisins		1	00	
	"	" 1	Bar Soap			40	
	"	" 1	Bottle Sauce			50	
	3	" 1	Tin Sausages		1	00	
	"	" 1	" Peas			40	
			Brought forward —		379.	87.	

1870.			Brought Forward —		379.	87.
May	3	Do.	1	Bottle Salad oil		50
	"	"	1	" Mustard		50
	"	"	6	" Champagne	4	50
	"	"	6	" Sherry	4	50
	4	"	1	doz Lemonade		75
	5	"	2	lbs Coffee ground.		66.
	"	"	1	Can Tomatoes		33
	"	"	1	" Lobsters		25
	"	"	1	" Peas		40
	"	"	1	" Sausages	1	00
	"	"	1	" Mushrooms.		40
	"	"	3/4	Cheese		30
	"	"	1	Gilt picture frame	2	50
	8	"	2	lbs Butter	1	50
	"	"	1	doz Matches		25
	"	"	1	" Lemonade	1	00
	"	"	1	" Soda water	1	00
	9	"	1	" Beer	3	00
	11	"	1	" Sodawater	1	00
	12	"	3	Bottles Hennessy's *	2	10
	15	"	1	gross Pearl Buttons		25
	16	"		Thread		10
	"	"	1	doz Singlets	6	50
	17	"	5	lbs Coffee beans,		85
	"	"	1	Bottle Hennessy's *		70
	27	"	1	Pair Spectacles	1	00
	"	"	1	Sun hat	2	00
	"	"	2	Tooth brushes		30
	"	"	1	doz Silk Socks	5	00
	31	"	1	Can Kerosine oil	3	00
June	27	"	1	Kerosine Lamp	1	00
	"	"	1	doz " Wick		20
August	28	"		Cigars		17
	30	"	5	Bottles Kerosine oil		84
	31	"	1	Loaf Sugar	1	60
	"	"	1	Box Soap		50
		Brought forward —			430.	32.

1870.				Brought forward —		430	32
Sept	5	Do.	1	Ham 18¼ @ 45.		8	29
	8	"	3	Doz Lamp Wick			60
	10	"	1	Tin Peas			33
	"	"	1	" Kerosine oil		3	00
	"	"	1	Doz Matches			25
	"	"	1	lb Coffee ground			33
	14	"	1	Tin Peaches			33
	"	"	1	" Peas			33
	17	"	1	" Bacon 5½		2	48
	20	"	1	" Sausages		1	00
	"	"	1	" Peas			33
	24	"	3	" "		1	00
	"	"	1	" Peaches			33
	"	"	1	" Asparagus			75
	"	"	1	" Sausage		1	00
	"	"	1	Clock		4	75
Oct	28	"	1	Bottle blacking			33
	"	"		do Lead			17
	"	"	2	do Brushes			80
	29	"	1	Glass Candlestick			25
	"	"	1	Tea pot		1	25
Nov	1	"	2	lb Butter		2	65
	13	"	2	Doz Lamp wick			40
	14	"	2	Lead for stove			34
	"	"	2	" Lamp Wick			40
	16	"	6	Bottle Hennessy's *		4	20
	17	"	2	Lamp Chimneys			66
	18	"	1	Tin Sugar		4	25
	20	"	1	Walking stick			33
	22	"	1	Ham 14 lbs @ 15		6	30
Dec	8	"	1	box Soap			50
	"	"	2	lbs Butter		1	70
	"	"	1	Bottle Mustard			50
	"	"	1	" Bitters		1	25
	19	"	1	Tin Kerosene oil		3	25
	"	"	2	Doz Lamp Wick			40
	"	"	1	Jar pleasure Ginger		1	00
				Brought forward —		485	96

3.

1871.			Brought forward —		185.	96.
Jany	21	To.	1 lb Butter	#		50
July	5	"	1 Shoe brush			40
	"	"	5 boxs Lamp Wick		1	00
	"	"	Stone Ware			17
	16	"	4 lbs Butter		4	25
Nov.	12	"	1 Bottle Hair oil			50
	"	"	1 Box Soap			60
	"	"	2 Tumblers		1	00
	"	"	1 pair Slippers			25
	"	"	1 doz Handkerchiefs		2	50
	"	"	2 pony brooches		3	00
	14	"	6 Bottles Hennessy's +		4	00
	"	"	1 doz Beer		3	00
	"	"	1 Bottle Mustard			25
	"	"	1 " Sauce			33
	"	"	1 " Blacking			33
	"	"	1 lb Candles			25
	"	"	1 " Coffee			33
	19	"	1 Comb			33
	22	"	1 doz Beer		3	00
	"	"	1 Bottle Salad oil			50
	28	"	1 " Butter		1	75
Dec.	2	"	1 ~~doz~~ ~~Towels~~ Beer		~~2~~ 3	00
	"	"	1 ~~Corkscrew~~ Porter		3	~~00~~
	"	"	1 Bottle Sauce			25
	3	"	1 Playing Thermometer		5	50
	"	"	2 Glass balls		2	00
	"	"	1 Set Japanese Cups		1	00
	5	"	½ doz Hennessy's +		4	00
	28	"	1 Gln Kerosine oil		3	50
	"	"	1 doz Porter		3	00
1872.	"	"	1 " Beer		3	00
Jany	1	"	1 " Towels		4	00
	"	"	1 Corkscrew			75
	17	"	1 Bottle Salad oil			50
	"	"	2 lbs Candles			50
			Brought forward —		548.	10.

1892.			Brought forward		548.	10.
Jany	17	To	1	Loaf Sugar	1	10
	18	"	1	Bottle Sherry		75
	"	"	2	" Mushroom Catsup		50
	"	"	1	Box Soap		40
	19	"	1	doz Lamp Wick		20
	"	"	3	" " large		60
	21	"	5	Bottles Sherry	3	75
	23	"	1	" Bitters		60
	25	"	½	doz Beer	1	50
	27	"	4	Bottles Lemonade	1	00
Febys	1	"	1	doz Porter	3	00
	"	"	1	" Beer	3	00
	4	"	1	Loaf Sugar	1	15
	6	"	1	Bottle Salad oil		50
	"	"	1	" Sauce		25
	"	"	1	" Vinegar		33
Decr	10	"	1½	doz White braid	1	13
	"	"	2	" Buttons		20
	"	"	4	Yds Flannels	2	20
	"	"	2	" Satin	3	80
	"	"	1	B. Silk Tape		25
1893.	"	"	1	Reels Thimbles	7	25
Jany	5	"	1	Paper Ivory Knife	1	00
	"	"	1	doz Stockings	3	00
	"	"	2	" Buttons		40
	8	"	6	Yds Linen	2	00
	19	"	1	Tin Biscuits		35
	27	"	1	Yd Flannel		55
Febys	27	"	2	Doz Buttons		40
	"	"	2	playing Toys	1	25
	"	"		Thread		10
	"	"	1	Box Soap		40
				Total.	590.	91.
				Received in all as right per	382	60.
				Balance due to the Undersigned	£ 208.	31.

Hunt Cheney & Co

Received from R. M. Johnson U. St. Consul.

		$	Cts.
1871.	By Sycee Tls 200 – changed into Dollars per rate — —	266.	60.
1872.	By Sycee 954 Tls. – — — —	100.	00.
1873.	Received 10 $.	10.	00.
Mai.	Do. – 6 $.	6.	00.
		382.	60.

Hankow Sept. 4. 1876.

Yuet Chong & Co

Ack. a Compliment to Mr. Myers letter No 8 which inform of Jurisdiction

Feb 10

DEPARTMENT RECEIVED FEB 8 1877 OF STATE

No. 44. Mr Wood

Ack Feb 22

United States Consulate General,
at Shanghai.

to the

Department of State.

Mr. Myers—

Subject.

The Senior Consulship in Shanghai.

Abstract.

Transmits newspaper extracts comprising the Minutes of a Meeting of Consuls held at the British Consulate on Friday the 8th December 1876.

No. 44.

United States Consulate General,
Shanghai, 16th December 1876.

The Honorable John L. Cadwalader,
Asst. Secretary of State,
Washington.

Sir,

I have the honor of transmitting a printed copy of the Minutes of a Meeting of Treaty Consuls held at the British Consulate, Shanghai China, on Friday the 8th December 1876. At that Meeting I was chosen to fill the position of Senior Consul, in the event of the declination of M. Godeaux, the Consul General of the Republic of France, who, by right of seniority was entitled to the place. M. Godeaux in an official communication addressed to me, and also to Mr. Medhurst, the retiring senior Consul, declined accepting the office, and I am now, by unanimous request of my colleagues acting as senior member of the Consular Body.

I beg also to enclose extracts from the "North China Daily News" and the "Shanghai Courier" and "China Gazette", in reference to the proceedings

proceedings of the meeting referred to by me.

I have the honor to be,
Sir,
Your obedient servant,
John C. Myers
Consul General.

Inclosure.
Printed Extracts.

MEETING OF TREATY CONSULS.

Minutes of a Meeting of Consuls held at the British Consulate, on Friday, the 8th of December, 1876.

Present:—Messrs. Krauel, Branchi, Christiernssen, Boleslawski, Myers, Reding, Garay, and Medhurst.

Excuses were read from Messrs. Godeaux, Heyden, and Shinagawa.

Dr. Krauel requested it to be noted that he was authorised to represent and vote for the Consul-General for Japan.

Mr. Medhurst reported the successful collection of the funds on account of the Woosung Bar survey, and attendant expenses; thanks to the exertions of the Shanghai General Chamber of Commerce and to Mr. Fitz. The Report of survey had also been printed, and copies were distributed amongst the members present.

Mr. Medhurst proposed, seconded by Mr. Myers—

That the survey fee due to the Dutch Engineers, Messrs. Escher and De Rijke, be forthwith paid.

And the payment was voted accordingly.

The proposals by the Municipal Council in respect to the adjustment of the Wharfage Dues next came under notice.

Mr. Medhurst reported that, in pursuance of a resolution passed at the meeting of the 19th September last, he had made a further appeal to the Tao-t'ai, under date the 25th of September, entreating him to reply in some sort or another to the Council's application, and representing the mortification he experienced thus far in being unable to satisfy either the Council's or his colleagues' enquiries on the subject. To this latter, however, he had received no reply, and there remained now the alternative agreed to in their resolution, namely, to send a deputation to the Tao-t'ai.

The subject provoked considerable discussion, which at length resulted in a proposal by Dr. Krauel, which was seconded by Mr. Boleslawski, to the following effect:—

That in consideration of the persistent want of courtesy shewn by the Tao-t'ai, in the matter of the Council's application for an adjustment of Wharfage Dues, the Consuls, should re-consider their decision of last meeting to send a deputation to the Tao-t'ai, and that instead thereof they should address him a decided note informing him that his lack of courtesy and failure in duty leave the Consuls no alternative but to represent the conduct to the Ministers for communication to the high Chinese authorities.

The motion was carried.

On the subject of roads outside of the Settlements, Mr. Medhurst was glad to be able of furnish more favourable information than that submitted at the last meeting. The settlement of the Woosung Railway controversy had so far had the effect of disarming the suspicions of the Tao-t'ai that he had consented to carry out his pledge made to Mr. Mayers, that facilities should be given towards carrying out the Municipal Council's road schemes. "Wei-yuens" (Chinese deputed officers) had accordingly been occupied during the last few days in examining the proposed lines of road in company with the Council's agent and a Consular Interpreter, and Mr. Medhurst felt confident that the roads would soon be in hand.

Mr. Myers enquiried whether the Seward Road was included in the category of those, the concession of which had been asked for by Mr. Mayers.

Mr. Medhurst replied that he quite understood Seward Road to have been included. He had himself not made an effort in that direction, as he imagined the project had all along been fostered by the United States Consulate, in whose safe-keeping he had been content to leave it.

Mr. Medhurst then went over the letters to and from the Senior Consul, arrived since the date of last meeting. In respect to one from the Reuter's Telegram Company (Limited), enquiring how far the Consuls were prepared to recommend yearly contributions to the Company on the part of their several Governments, it was agreed that the question was scarcely one for the Consuls to deal with in their corporate capacity and that a reply should be returned suggesting application to the Consuls individually.

A memorandum of the receipts and expenditure on account of the Senior Consul's department was submitted.

This closed the proceedings, and Mr. Medhurst said it only remained for him to resign his functions of Senior Consul, in consequence of his approaching departure from China. It was with much regret that he announced this intention and thus closed his connection with the Consular Body. He could express the hope that his conduct of affairs had given satisfaction, and he owed it to his colleagues both present and absent to express his hearty acknowledgements for their friendly co-operation and kindly toleration of his many defects and omissions throughout the whole period during which he had had the honour to preside over their body.

A question as to the succession to the Senior Consulship having been asked, Dr. Krauel begged on behalf of the Consul-General for Japan to state that, if the succession fell to him, he must beg leave to excuse himself from undertaking the office, as his duties would shortly require his presence in Japan.

Mr. Boleslawski thought that the body had better address themselves to M. Godeaux, and request his leadership. Should he refuse, Mr. Myers would be the proper person to take up the office; and, anticipating this possibility, he would beg Mr. Myers to say a few words on behalf of the Consular Body, in reply to Mr. Medhurst's farewell remarks.

Mr. Myers responding to the call, said that, although he had been in this country but a short period—short indeed as compared with the retiring Consul's term of over thirty years in Her Majesty's service in China, yet, in this brief time, he had the happiness of recognising the master hand of Mr. Medhurst in the development and improvement of the vast commercial and other interests associated with this port, the most important of the Empire of China. He had found in Mr. Medhurst a devoted, unselfish, and active public servant in the van, urging forward by his voice, his influence, and his personal zeal, every useful scheme of public duty and private benevolence. All of these could be quoted as shewing the result of years of intelligent and well directed toil, devoted to the welfare of his countrymen without thought for himself in the accomplishment of great and enduring benefactions and services. The speaker felt convinced that he expressed the sentiments of his colleagues as certainly as his own, when he asserted that they all parted with Mr. Medhurst officially and personally with the most profound regret. For himself he appreciated deeply the honour proposed to be done him in the event of Monsieur Godeaux's declination of the Senior Consulship, and whilst assuring his colleagues that he would endeavour to win their confidence should he be elected to represent them, he would ask for their kind assistance in the discharge of any duties which might devolve upon him.

Mr. Medhurst thanked Mr. Myers for his kind observations, but disclaimed all title to the exceptional qualifications and services ascribed, and he begged to assure Mr. Myers that he only needed such hearty co-operation as he had always received from his colleagues, to render the Senior Consul's charge altogether a sinecure.

Mr. Boleslawski requested that Mr. Medhurst's and Mr. Myers' remarks should form part of the minutes.

Joseph Haas,
Acting-Consul.
E. Morse,
F. E. Heyden,
Godeaux,
B. Krauel,
J. E. Reding,
A. H. de Carvalho,
E. Shinagawa,
A. MacClymont,
G. Branchi.
W. S. Fitz.
A. de Garay.
W. H. Medhurst,
H. B. M.'s Consul.
John C. Myers.

Wednesday, 18th December, 1876.

The Minutes of the Consular Meeting which we publish in another column, contain much that is worth attention. Some months ago, the Senior Consul complained bitterly to his colleagues that the Tao-t'ai had treated him with unexampled rudeness. He had addressed His Excellency repeatedly upon a subject of much importance,—the wharfage-dues—and the Tao-t'ai had not replied. Again and again the representative of the Consular Body had urged the Tao-t'ai to behave with greater courtesy and to send an answer to his communications; but still the great man remained obstinate, and no reply forthcame. The Consul fumed and the Consuls sympathised. At last they thought it would be a good thing to see the haughty officer in person, and to appeal to his better feelings. "Let us all get together and go," said they,

"and see what effect our united presence is likely to have "upon him." The publication of this humiliating resolution raised a storm of indignation among all classes of the community, and we ourselves protested against it rigorously. Such an exhibition would have been too sorry, too discreditable altogether; and it is so far satisfactory to find that our protest had the desired effect. The proposed act of self-abasement was not performed; the Consuls hesitated at the last moment, and did not stoop quite so low, to conquer. But still the Chinese mandarin maintained his insolent demeanour, and the Consuls knew not what to do. It is one of the first steps in diplomatic education, to know how to keep one's mouth shut; and the Tao-t'ai no doubt imagined that his impenetrable silence was about to win the day. The affair, however, was not to rest where it then stood, and we now read that at a Consular meeting held on Friday last it was decided to address one last, solemn appeal to the obdurate official. The "entreaties" of Mr. MEDHURST had been of no avail, and Mr. FÊNG is now to be addressed with "decision." Nay, he is to be threatened. His lack of courtesy and failure in duty have at last wearied the long-suffering of the foreign Consuls; they will have no more of it, and there is now no alternative but to represent his conduct to the Ministers for communication to the high Chinese authorities. Whether this will bring the gentleman to book, remains of course to be seen; but there is no doubt in the public mind that the step is one which should have been taken months and months ago. The second refusal of the Tao-t'ai to reply should have been followed by a prompt intimation that no further communication could take place between them, and that the matter would be then and there placed before the Ministers in Peking. The Consuls may congratulate themselves upon having been saved from the terrible mistake they decided upon committing at their previous séance: and we trust that [illegible]

intercourse will be broken off between the Tao-t'ai and themselves, pending the proffer of a humble personal apology from that officer, to the gentlemen he has insulted.

A discussion was then raised with respect to the leadership of the Consular Body. Since Mr. SEWARD's translation to Peking, the duties of that honourable though onerous post had devolved upon Mr. MEDHURST; and now his approaching departure rendered it necessary that another *doyen* should be elected. The conversation was opened by an intimation from Dr. KRAUEL that the Consul-General for Japan would feel himself compelled to decline the honour, were it thrust upon him, as his duties would shortly require his presence in Japan. This of course settled one difficulty, and no time was spent in discussing the claim thus definitely waived. The gentleman most entitled, in point of time, to what Mr. MEDHURST in his modesty called a sinecure, is, we believe, the Belgian Consul; but a prejudice exists against any but a Government officer officiating as *doyen* of the Court, and M. MOREL's name was consequently not brought up, although we fail to see why driving a broker's trap should be considered less dignified than being pulled about in a jinricksha, after the manner of some of his colleagues. M. GODEAUX appeared the next most fitting candidate; but it appears to be generally understood that M. GODEAUX does not take part in public matters, and due allowance was made for his retiring nature, by the meeting. It is hardly necessary to say that M. GODEAUX was not present; in fact, he never is; and there might be some difficulty in acting under the leadership of a perpetual absentee. Still, out of courtesy, it was resolved that the Consuls should request him to undertake the office, and we presume that the application has been or will be made. In the meantime, however, or in the event of M. GODEAUX's refusal, the post will be filled by Mr. JOHN C. MYERS, the worthy representative of the United States. It seems a little strange, perhaps, that M. REDING, who generally seems to act for his Consul-General, M. SKATCHKOFF, the representative of one of the biggest and most important Powers, should have been passed over; that the Vice-Consul for Russia, whose interests are so large and so rapidly increasing,—*vide* the recent aggressions in Manchuria, and the "exploring" expeditions in the Corea—should have been left out in the cold entirely. Perhaps however these were the very considerations that prompted his exclusion, as it might not be prudent to promote a gentleman already invested with such enormous powers to a post of so much influence. But the characteristics which are necessary to fit a man for the post of Senior Consul are no doubt difficult to find. We have complained of a certain forgetfulness of that austerity which should become an officer in dealing with Chinese, in the gentleman who now relinquishes that position,—a fault due, we believe, entirely to his own kindliness of heart: but a Consul should be made of sterner stuff, and it is just possible that one who rigorously preserves the appearance of having swallowed a billiard-cue, were he to accept the responsibility, might inspire the native authorities with greater awe. But the greatest desideratum of all is, we believe, impossible to find. What we want in a Senior Consul, is a man who is supported by his own Minister at Peking; this is an advantage which our own good Consul has not enjoyed, and we can only hope that his successor will be, in this respect, a rather luckier man.

We are glad to learn from the minutes of a meeting of Treaty Consuls, held on Friday last, that the amount needed to pay the fee of the Dutch gentlemen who lately surveyed the Woosung Bar, has been collected; and that the work of surveying land for the new outside roads is progressing favourably. —It is less satisfactory to learn that the Taotai still neglects to answer all representations on the subject of Wharfage Dues. But we are glad to see the Consuls have rescinded their decision to interview him personally on the subject; and purpose, instead, addressing him a decided note, informing him that his lack of courtesy and failure in duty leave them no alternative but to represent his conduct to the Ministers, for communication to the Government.—At the close of the proceedings Mr. Medhurst resigned his functions as Senior Consul, in view of his approaching departure, and it was decided to ask Mr. Godeaux to accept the office. Failing his consent, it will devolve upon Mr. Myers, who took the opportunity to pay a warm tribute of respect to the retiring Chairman.

Issue of Dec 15.

Corr

acc Inc 8 Feby

No. 45. ack Feb 22 Ashwood

DEPARTMENT RECEIVED FEB 8 1877 OF STATE

United States Consulate General,
at Shanghai.

to the

Department of State,

Mr. Myers,

Subject.

Transmitting copies of correspondence in relation to Mr. Myers appointment as Senior Consul of the Consular Body of Shanghai.

No. 45.

United States Consulate General,
Shanghai, 29th December 1876.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

I have the honor to
transmit to you herewith
for your information copies
3/ of a correspondence which
was the result of my appoint-
ment as Senior Consul of the
Consular Body of Shanghai.

I have the honor to be, Sir,
Your obedient servant,
John E. Myers
Consul General.

Inclosures,-
Consul General of France to Mr. Myers, 13th Dec 1876.
Mr. Myers to Feng-Taotai, 14th " "
Feng-Taotai to Mr. Myers 26th " "

Copy.

Consulat General,
de France
à Shanghai. Shanghai, le 13 decembre 1876.

Monsieur et cher Collègue,

J'ai vu par le procès-verbal de la réunion à laquelle j'ai été empêché d'assister que le corps Consulaire voulait bien me demander de remplir les fonctions de doyen devenues vacantes par la retraite de M. Medhurst. Je suis très sensible à l'honneur qui m'est fait; mais les raisons qui m'ont forcé de m'abstenir une première fois m'obligent à m'excuser de nouveau. C'est donc à vous, Monsieur et cher Collègue, que revient la présidence, puisque M. le Consul Général du Japon n'a pas cru, de son côté, devoir l'accepter, et je vous prie, en conséquence, de vouloir bien transmettre au Corps Consulaire l'expression de ma gratitude et de mes regrets.

Agréez, Monsieur et cher Collègue, les assurances de ma haute considération.

(Signed) Godeaux.

Monsieur Myers, Consul Général des Etats Unis.
Doyen du Corps-Consulaire.

No. 10096. Copy.

U. S. Consulate General,
Shanghai, Dec. 14th 1876.

To
Feng - Taitai -
Sir,

I have the honor of informing Your Excellency, that at the request of my Colleagues, at a Meeting of the Consular Body, held at Shanghai last Friday, I have assumed the duties of Senior Consul, Mr. Medhurst having resigned on that day. I desire to say to Your Excellency that I enter upon my responsible position sensible of its importance; and have no hesitation in the expression of my confidence that the friendly relations which have been established between Your Excellency and myself will remain for the future as those of the most sincere and cordial friendship.

I have the honor to be, Sir,
Your obedient servant,
(Signed) John A. Myers.
Senior Consul General.

Copy—

Feng, Tautai to

J. C. Myers, Esqr.

U. S. Consul General.

9th 11th Moon. Dec. 26th 1876.

On my return to Shanghai I had the honor to receive Y. E.'s letter, informing me that in consequence of the early departure of H. B. M.'s Consul Mr. Medhurst, you had succeeded to the post of Senior Consul. I am truly delighted at this. The fame of your Excellency in the management of public affairs has spread far and wide; therefore you have been called upon to lead.

From the first we have been called upon to engage in public business at the same place, and you have always treated me kindly; and from this time forth we can consult and arrange all public business; and being friends this will facilitate matters. I am delighted, &c.

December 27th 1876.

M. T. Y.

Mr Wood

A & K Feby 22

No. 46.

U. S. Consulate General. Shanghai.
To the Department of State.

Mr. Myers.

Subject:

Transmitting Miscellaneous Expense account for 4th Quarter 1876. Supported by 21 Vouchers.

Enclosure.
Account and 21 Vouchers.

No. 46.

U. S. Consulate General.
Shanghai. January 11th 1877.

Honorable John L. Cadwalader
Assistant Secretary of State.
Washington.

Sir:

Inclosed I have the honor to hand you my account for Miscellaneous Expenses for the fourth quarter 1876. supported by 21 Vouchers. I have balanced this account in the sum of $432.44, by a Transfer of that amount to my salary and fees account. with dispatch No. 19 To the Honorable Fifth Auditor of the Treasury.

I am. Sir.
Your Obedient Servant.

John C. Myers
Consul General.

Inclosed.
Account. and 21 Vouchers.

Mr Reed

Corr
&

acknd Feby 22

DEPARTMENT RECEIVED FEB 19 1877 OF STATE

No. 47.
U. S. Consulate General Hiogo.
to the Department of State.

Mr. Meyers.

Subject:
Transmitting Returns for the 4th quarter 1876.

Ackd Feby 22. 1877.

Eleven Enclosures.

No. 47.

U. S. Consulate General.
Shanghai. January 11th, 1877.

Honorable John L. Cadwalader.
Assistant Secretary of State.
Washington.

Sir:

Enclosed I have the honor to hand you the usual Returns for the fourth quarter 1876.

Enclosure No. 1. Form No. 117 - Digest of Arrests Book.
" " 2. Form No. 118 - Letters Received. File
" " 3. " " 119 " Sent. do
" " 4. " " 120 Arrivals and Departures of Vessels. Stat
" " 5. " " 121. Names of deceased Am. citizens. File
" 6. Police Cases.
" 7. Civil Suits.
" 8. Jail Report.
" 9. Correspondence Report. file
" 10. Form No. 123 Names of Consular Employées.

Enclosure

Inclosure No. 11. Form No. 105.
Appointment of Fees received 1876.

Paul - Die.
Form Adjutant General.

John C. Myers
Brevet Brigadier General.

Eleven inclosures.

REPOR

No. from last Report 3.

„ admitted during month 0.

Total 3.

No. of days served during previous months 1356.

„ „ „ „ past month 89.

Total to date 1445.

Number	Name.	When Admitted.	T
159.	Lyman H. Stoddard.	November 5th 1873.	4 Y
49.	Theodore W. Eckfeldt.	April 6th 1876.	3 Y
84.	Charles Mills.	September 5th	

EPORT FOR MONTH OF October 1876.

No. discharged during month 1.

„ remaining 2.

Total 3.

Richard Phoenix,

Marshal.

Term.	When Discharged.	No. of Days.	Remarks.
4 Years.		31.	
3 Years.		31.	
	October 27th "	27.	
		89.	

UNITED STATES CONS

REPO

No. from last Report 2.

„ admitted during month 11.

Total 13.

No. of days served during previous months 1445.

„ „ „ „ past month 122.

Total to date 1567.

Number	Name.	When Admitted.	
159.	Lyman H. Stoddard.	November 5th 1873.	4
49.	Theodore W. Eckfeldt.	April 6th 1876.	3
89.	Edward L. Smith.	November 3rd "	5
90.	James O'Brien.	" 4th "	
91.	John Williams.	" 9th "	5
92.	Michael Switzer.	" 10th "	
93.	Henry Smith.	" 11th "	

ONSULAR JAIL, SHANGHAI,

EPORT FOR MONTH OF November 1876.

No. discharged during month 10.

" remaining 3.

Total 13.

Richard Phoenix.

Marshal.

Term.	When Discharged.	No. of Days.	Remarks.
4 years.		30.	
3 years.		30.	
5 days.	November 8th.	5.	Seaman U.S.S. "Alert"
	" 6th.	2.	" " "Monocacy"
5 days.	" 14th.	5.	" " "Alert."
	" 11th.	1.	" " "
	" 11th.	1	" " "
Carried Over.		74.	

REPORT FOR MONTH OF Novem

Number.	Name.	When Admitted.
	Brought Over,	
94.	Adolph Cochar.	November 11th "
95.	Hill Stewart.	" 13th "
96.	Edward Lincoln.	" 18th "
97.	George W. Gordon.	" 20th "
98.	James Cafferty.	" 22nd "
	Walter E. Earle.	" 10th "

	Term.	When Discharged.	No. of Days.	Remarks.
			74.	
1th "	10 days	November 25th "	15.	U.S.S. "Alert." Coffee with
5th "	5th "	" 18th "	5.	" " Seaman
7th "	30 "	" 22nd "	4.	" "Mehmetot" Seaman
9th "		" 21st	1.	Barkentine "Lulu", 2nd M
2nd "		" 23rd "	2.	U.S.S. "Alert." seaman
7th "			21.	Committed as a Vagrant
			122.	

UNITED STATES' CONS

REPO

No. from last Report 3.

„ admitted during month 3

Total 6.

No. of days served during previous months 1567.

„ „ „ „ past month 126

Total to date 1.693.

NUMBER	NAME.	WHEN ADMITTED.	
159.	Lyman H Stoddard.	Nov^{r} 5th 1873.	4 G
49.	Theodore W. Eckfeldt.	April 6th 1876.	3 G
	Walter C. Earle.	November 10th	
99.	Frederick Mauer.	December 1st	6 a
100.	Thomas H. Brown.	„ 11th	1 y
101.	Robert Gracey.	„ 26th	30 a

ONSULAR JAIL, SHANGHAI,

EPORT FOR MONTH OF December 1876.

No. discharged during month 2.

„ remaining 4.

Total 6.

Richard Phoenix.

Marshal.

Term.	When Discharged.	No. of Days.	Remarks.
4 Years.		31.	
3 Years.		31.	
	December 31st	31.	Vagrant.
6 days.	„ 7th	6.	
1 Year.		21.	
30 days.		6.	
		126.	

Approved
John C. Bryan
Consul Genl.

REPORT FOR MONTH OF _____ 187 . (CONTINUED.)

NUMBER.	NAME.	WHEN ADMITTED.	TERM.	WHEN DISCHARGED.	NO. OF DAYS.	REMARKS.

Report of Consular Correspondence received at and transmitted from the U.S. Consulate General at Shanghai to the Department of State, Washington during the fourth quarter of 1876.

Amoy.

Date 1876	No	No of inclosures	Address	Received at Consulate General	Forwarded to Washington
Oct. 11	112	2	Dept. of State,	Oct. 17. 1876	Oct. 30. 1876
" "	113	4	" "	" " "	" " "
" "	114	1	" "	" " "	" " "
" 12	115	2	" "	" " "	" " "
Nov. 4	116	4	" "	Nov 11. "	Nov 15. "
" "	117	0	" "	" " "	" " "
" "	118	0	" "	" " "	" " "
" "	119	0	" "	" " "	" " "
" "	120	0	" "	" 27 "	" 29 "
" "	121	0	" "	" " "	" " "
" "	122	0	" "	" " "	" " "

Canton

Oct 18	22	5	Dept. of State	Oct. 30. 1876	Oct. 31st 1876
" "	23	9	" "	" " "	" " "
" 20	24	4	" "	Nov. 6 "	Nov. 14 "
Nov 27	25		" "	Dec 9 "	Dec. 14 "

Chinkiang.

Oct. 4	56	3	Dept. of State	Oct 13. 1876	Oct. 14. 1876
" "	57	8	" "	" " "	" " "
" "	58	6	" "	" " "	" " "
" 5	59	2	" "	" 17 "	Nov. 14 "
" 25	60		" "	" 27 "	Oct. 30 "
Dec 12	61		" "	Dec 13. "	Dec 13 "

Ningpo.

Date	No	No of enclosures	Address.	Received at Consulate Genl	Forwarded to Washington
Oct 10 76	105	4	Dept. of State,	Oct. 13. 1876	Oct. 14. 1876
" " "	106		" "	" " "	" " "
Nov. 9 "	107		" "	Nov. 13 "	Nov. " "
" 10 "	108	2	" "	" " "	" " "
" 10 "	109	2	" "	" " "	" " "
" 10 "	110	2	" "	" " "	" " "

Swatow.

Date	No	No of enclosures	Address.	Received at Consulate Genl	Forwarded to Washington
1876 Sept. 30	49	4	Dept of State	Oct. 17. 1876	Oct. 30. 1876
" "	50	1	" "	" " "	" " "
Oct 1.	51	1	" "	" " "	" " "
" 2	52	1	" "	" " "	" " "
" 2	53	3	" "	" " "	" " "
" 3	54	1	" "	" " "	Nov 14 "
"	55	1	" "	" " "	" " "
Nov 28			" "	Dec 11th "	Dec 14 "

Tientsin

Date	No	No of enclosures	Address.	Received at Consulate Genl	Forwarded to Washington
Sept 15.	125	2	Dept. of State	Oct. 3. 1876	Oct. 14. 1876
" 30	126		" "	" " "	" " "
" "	127		" "	" " "	" " "
" "	128		" "	" " "	" " "
" "	129	1	" "	" " "	" " "
" "	130	4	" "	" " "	" " "
" "	131	1	" "	" " "	" " "
" "	132	1	" "	" " "	" " "
Oct 1	1		" "	" " "	" " "
" 4	134		" "	" 4 "	" " "
" 21	135	3	" "	" 30 "	" 31 "
Nov. 10	136	7	" "	Nov 20 "	" 29 "

Foochow.

Date	No	No of inclosures	Address.	Received at Consulate General	Forwarded to Washington
1876					
Sept 30	164	4	Dept of State	Oct. 13. 1876	Oct. 14. 1876
" "	165	1	" "	" " "	" " "
" "	166	1	" "	" " "	" " "
" "	167		" "	" " "	" " "
" "	168		" "	" " "	" " "
Oct 17	169	1	" "	" 23 "	" 30 "
" 18	170		" "	" " "	" " "
" "	171		" "	" " "	" " "
" "	172	5	" "	" " "	Nov. 14 "
Nov 29	173		" "	Dec 14 "	Dec 30 "
" "	174		" "	" " "	" " "

Hankow.

Sept. 26	325	2	Dept. of State,	Oct. 2. 1876	Oct. 14. 1876
" 30	326	2	" "	" 9 "	" 12 "
" "	327	1	" "	" 27 "	" 30 "
" "	328	0	" "	" " "	" " "
" "	329	1	" "	" " "	" " "
Oct 6	330	2	" "	" " "	" " "
" 10	331	3	" "	" 14 "	" " "
" 14	332	2	" "	" 27 "	" " "
" "	333		" "	" " "	" " "
" 18	334		" "	" " "	" " "
" 26	335		" "	" 30 "	" " "
" 30	336	2	" "	Nov. 6 "	Nov 14. "
" 6	337	1	" "	" 9 "	
" 11	338	2	" "	" 18 "	Nov 29 "
" 15	339		" "	" " "	" " "
" "	340		" "	" " "	" " "
" 16	341		" "	" 22 "	" " "
" "	342		" "	" 22 "	" " "
" 24	343		" "	" 28 "	" " "
" 27	344		" "	Dec 1 "	Dec 14 "
" "	345	2	" "	" 2 "	" " "
" 4	346		" "	" 7 "	" " "
" 9	347	2	" "	" 14 "	Jan 3 "

United States Consulate General,
Shanghai, December 30. 18

Enc. O.C.

John C. Myers
Consul General

TO WHOM AND WHAT PLACE SENT.	
Consul at Hankow,	Sending
" " Kiukiang,	"
" " Newchwang	"
" " Ningpo.	"
" " Swatow.	"
Taotai " Shanghai,	Receip
Dept. of State Washington	Mr. M
Chairman M. Council Shanghai,	Chinese
	rick-s

E. C. S

at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSURES.
ing Legations instruction No. 41. about passports.	
" " " "	"
" " " "	"
" " " "	"
" " " "	"
eipt of dispatch acknowledged about "Rick-shas."	
Myers appointed Senior Consul of Consular Body.	
nese complain that policemen interfere with "Jin-	
-sha men.	

United States Consulate General,
Shanghai, January 3rd 1877.

John C. Myers Consul General.

Register *of Official Letters and Dispatches sent from the United States Consulate General*

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.	
Dec	28	10136	Consul at Hankow,	Send
"	"	10137	" " Kiukiang.	
"	"	10138	" " Newchwang	
"	"	10139	" " Ningpo.	
"	"	10140	" " Swatow.	
"	"	10141	Taotai " Shanghai,	Rec
"	29	10142	Dept. of State Washington	Mr.
"	30	10143	Chairman M. Council Shanghai,	Chir rick

General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSURES.
Sending Legations instruction No. 41. about passports.	
" " " "	"
" " " "	"
" " " "	"
" " " "	"
Receipt of dispatch acknowledged about "Rick-shas".	
Mr. Myers appointed Senior Consul of Consular Body.	
Chinese complain that policemen interfere with "Jin-rick-sha men.	

United States Consulate General,
E. & O. E. Shanghai, January 31. 1877.

John C. Myers Consul General.

[FORM N

Register *of Official Letters and Dispatches sent from the United States Consulate Ge*

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		
Dec	19	10122	Consul for	Portugal, Shanghai	Ci
"	"	10123	" "	Russia, "	
"	"	10124	" "	Spain, "	
"	"	10125	" "	Sweden & Norway "	
"	"	10126	U. S. Consular Agent at	Swatow.	Se
"	"	10127	Mixed Court Magistrate	Shanghai.	Re
"	21	10128	E. B. Cooper - Sec. M. C.	"	Se
"	22	10129	A. A. Krauss, Chairman	do. "	"
"	28	10130	Tautai	"	Se
"	"	10131	U. S. Consul	Amoy.	Sen
"	"	10132	" "	Chinkiang.	
"	"	10133	" "	Chefoo.	
"	"	10134	" "	Canton	
"	"	10135	" "	Foo Chow	

FORM No. 119.]

ate General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSUR
Circulating an Election notice.	
" " "	
" " "	
" " "	
Sending Seal from Dept. of State.	
Request to summon witnesses.	
Sending Notification for Election of Councillors.	
Copy of Taotai's letter about Wharfage Dues.	
Seward Road matters.	
Sending of Legations instruction No. 41. about passports.	
" " " "	
" " " "	
" " " "	
" " " "	

[FORM N

Register *of Official Letters and Dispatches sent from the United States Consulate Gen*

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		
Dec	18.	10108	H.B.M.'s Supreme Court at	Shanghai	Reg
"	"	10109	U. S. Minister	Peking	The
"	"	10110	" "	"	Non
"	19	10111	J. F. Shepard	Swatow.	Rec
"	"	10112	W.H. Medhurst	Shanghai.	
"	"	10113	Consul for Austria,	"	Cir
"	"	10114	" " Belgium,	"	
"	"	10115	" " Denmark,	"	
"	"	10116	" " France,	"	
"	"	10117	" " Germany	"	
"	"	10118	" " Great Britain	"	
"	"	10119	" " Italy,	"	
"	"	10120	" " Japan,	"	
"	"	10121	" " Netherlands	"	

FORM No. 119.]

ate General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSUR
Requesting attendance witness Bolton	
The claims against Mr. Johnson at Hankow	
Nom. of Mr. Howland as Con. Agt. at Swatow.	
Receipt of letters acknowledged.	
" " Senior Consuls papers do.	
Circulating Election notice — circular.	
" " "	
" " "	
" " "	
" " "	
" " "	
" " "	
" " "	
" " "	

[Form No.

Register *of Official Letters and Dispatches sent from the United States Consulate General*

DATE. 1876.		NO.	TO WHOM AND WHAT PLACE SENT.		
Dec	13	10094	Dept. of State	Washington.	Jenkin
"	"	10095	" "	"	Nomi
"	14	10096	Taotai	Shanghai	Assu
"	15	10097	"	"	Tran
"	"	10098	E. Rohle,	" "	Forw
"	16	10099	U. S. Minister	Peking.	Aboli
"	"	10100	Dept. of State	Washington	Sendi
"	"	10101	Admiral Reynolds	Yokohama	Requ
"	"	10102	U. S. Consul,	Amoy.	A/s/s
"	"	10103	Hon Lorenzo Sawyer	San Francisco.	Ack
"	"	10104	Capt. Tyffe, U.S.N.	Shanghai	Case
"	18	10105	I. F. Shepard.	Swatow	Rece
"	"	10106	C. C. Williams	"	"
"	"	10107	S. B. Partridge	"	

General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSURES.
nkins and others claims against Nankow Consul,	
omination of Mr. Howland.	
ssuming duties of Senior Consul,	
ransfer of land from Title deed No. 314.	
onwarding title deed from No. 280.	
bolishment of Postal Agency.	
ending Minutes of Consular Meeting.	
Request to send a ship to the newly opened ports.	
pproval nom. of Howland as Consular Agt. at Swatow.	
ck'g. rules of practice.	
ase of deserter	
Receipt of his 3g.	
" " letter	
" " "	

Consul General.

[Form N

Register *of Official Letters and Dispatches sent from the United States Consulate Gen*

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		
Dec	7	10080	Taotai	Shanghai,	Ask
"	9	10081	Wm T. Kirby,	"	For
"	11	10082	Dept. of State	Washington,	Age
"	"	10083	" "	" "	Appr
"	13	10084	W. F. Hendrick,	Bridgeport,	Rec
"	"	10085	Mrs. Eastty	Greenpaint,	
"	"	10086	Supt. For. Mails,	Washington.	
"	"	10087	"Tennessee"	Yokohama,	
"	"	10088	Italian Consul Gen'l.	Shanghai,	Me
"	"	10089	Collector of Port	Boston	9
"	"	10090	" "	Sanfrancisco.	11
"	"	10091	" "	New York	62
"	"	10092	Wm M. E. Brown	W. Bath, Me.	De
"	"	10093	Taotai	Shanghai	Ho

FORM No. 119.]

ate General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSUR
Asking for deed No. 280.	
Forwarding title (326.) Deed.	
Agencies at newly openened ports.	
Approval of Mr. Henderson's nomination of Mr. Howland.	
Receipt of letter about the Hendrick Bros.	
" " " " T. C. Eastley.	
" " Postal Guide.	
" " dispatch.	
Meow discharged from "Tennessee".	
9 Triplicate Invoices	
11 " "	
62 " "	
Death of Capt. J. H. Ryan.	
Hopkins Soochow claim.	

[FORM N

Register *of Official Letters and Dispatches sent from the United States Consulate Gene*

DATE. 1876.		NO.	TO WHOM AND WHAT PLACE SENT.	
Dec	2	10066	U.S. Consul Ningpo.	Abo
"	"	10067	H. Ollerdessen, Lorcha Shantung.	
"	"	10068	G. E. Bell Lorcha "Clara".	
"	"	10069	J. M. Moore " "Kin Don Tah."	
"	"	10070	H. B. Endicott " "Kin Fan Lee".	
"	"	10071	H. Lindburg, " "Annie"	
"	"	10072	J. Rouse, " "Sin Hue Lee"	
"	"	10073	F. Reid " "Lark".	
"	4	10074	U.S. Legation, " Peking	Re
"	"	10075	" " " "	
"	6	10076	" " " "	Sm
"	"	10077	" " " "	
"	"	10078	Russell & Co. Shanghai.	
"	"	10079	C. P. Blethen "	

FORM No. 119.]

te General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSURE
About putting names on Lorchas.	
" " "	
" " "	
" " "	
" " "	
" " "	
" " "	
" " "	
Receipt of dispatch about the "Adele".	
" " " about Appeal U.S. Vs. Eckfeldt.	
Smuggling on Lorchas. Names of them	
" " " "	
" " " "	
" " " "	

General

[FORM N

Register *of Official Letters and Dispatches sent from the United States Consulate Gen*

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		
Nov	28	10052	Dept. of State	Washington	App
"	"	10053	U. S. Legation	Peking.	Mr
"	"	10054	Miss M. E. Lovett,	Hingham	Dea
"	"	10055	U. S. Legation	Peking.	Mr
"	29	10056	Collector of	Sanfrancisco	I
Dec	1	10057	John Morris	Shanghai,	Reg
"	"	10058	Tautai	"	Prec
"	"	10059	Frazar & Co.	"	Du
"	"	10060	Morris & Co.,	"	Ap
"	"	10061	Mr Seward,	Peking	Ch
"	2	10062	G. G. Hopkins,	Shanghai	Ins
"	"	10063	Fo Coit,	Ningpo	Re
"	"	10064	U. S. Consul	Chinkiang.	Ab
"	"	10065	"	Hankow.	

FORM No. 119.]

ate General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSUR
Approving nomination of Interpreter at Amoy.	
Mr. Shepard appointed To Hankow,	
Death of W. W. Lovett,	
Mr. Hendersons discourteous dispatch.	
1 Miscellaneous Invoice.	
Requesting that an American be Master of the "Ling An"	
Precautions against smuggling by Lorcha's.	
Duty on hull of schooner "Adele".	
~~Appointment~~ of Master "Ling An".	
Chinese package forwarded.	
Instructions about Lorchas names.	
Reference to the "Ching Ji Li".	
About names on Lorcha's.	
" " " "	

[Form N

Register *of Official Letters and Dispatches sent from the United States Consulate Gene*

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		
Nov.	21	10038	Taotai	Shanghai	R
"	"	10039	H. B. M.s Registrar of Shipg.		D
"	"	10040	Capt. of the "Ashuelot" "		Th
"	"	10041	U. S. Consul at	Amoy.	No
"	22	10042	Capt. Marvin	Shanghai	A
"	23	10043	U. S. Legation	Peking	Wo
"	"	10044	Taotai	Shanghai	T
"	24	10045	U. S. Consul	Ningpo.	R
"	25	10046	A. Robinson	Shanghai.	R
"	25	10047	Dept. of State	Washington	Wa
"	"	10048	U. S. Legation	Peking	Co
"	"	10049	Collector Port of	Newyork	27
"	"	10050	" "	Boston	1
"	"	10051	" "	Sanfrancisco.	1

FORM No. 119.]

...te General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSURE
Receipt of dispatch.	
Discharge of John Weaver.	
The punishment of sailor Lincoln.	
Nomination of Consular Agt. at Swatow	
Arrest and Commitment of J. Cafferty.	
Woosung Railway agreement	
Titles Deed No. 280. "	
Receipt of dispatch about the tonnage of the "Ting an"	
Result of appeal in Eckfeldts case.	
Woosung Railway Agreement.	
Consular Agts at Pakhoi and Wei Chow.	
27 Triplicate Invoices	
14 " "	
19 " "	

[Form N

Register *of Official Letters and Dispatches sent from the United States Consulate Gene*

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		
Nov	13	10024	Harbor Master,	Shanghai,	Mr
"	"	10025	U. S. Consul,	Tientsin,	In
"	14	10026	Collector Port of	Newyork	22
"	"	10027	" "	Boston	10
"	"	10028	" "	Sanfrancisco	11
"	"	10029	Post Master at	" "	In
"	15	10030	U. S. Minister	Peking.	No
"	16	10031	M. C. Nickels	Shanghai.	Dr
"	"	10032	Taotai	"	Ta
"	17	10033	U. S. Minister	Peking.	Ac
"	18	10034	Harbor Master	Shanghai	M
"	20	10035	Capt. U.S.S.S "Ashuelot",	do.	Co
"	21	10036	U. S. V. Consul.	Hankow	Ap
"	"	10037	C. M. S. & N. Co.	Shanghai.	Tr

FORM No. 119.]

te General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSUR
Mr. Hjousbery's license.	
Enquiring for Mr. Ap Jones	
22. Triplicate Invoices	
10. " "	
11. " "	
Inquiring for registered letter.	
Nom. Mr Beebe Consular Agent at Ichang.	
Drawback on Teas.	
Title Deed No. 328.	
About Transit passes.	
Mr Hjousbery's license for piloting.	
Commitment of E. Lincoln.	
Approving Mr. Beebee's nomination	
Transfer of land in order.	

[FORM N

Register *of Official Letters and Dispatches sent from the United States Consulate Gene*

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		
Nov.	10	10010	Post Master Genl.	Washington	Pos
"	"	10011	U. S. Consul,	Ningpo	Re
"	"	10012	U. S. Minister	Peking	Th
"	"	10013	"	"	"
"	"	10014	"	"	"
"	"	10015	Capt. Marvin	"Alert."	Th
"	"	10016	Taotai	Shanghai.	Ti
"	"	10017	Capt. Marvin	"	A
"	11	10018	U. S. Consul	Canton.	R
"	"	10019	Hon. Clarence King	Washington,	Th
"	"	10020	Bissett & Co.	Shanghai.	Se
"	"	10021	E. T. Wells	Gatling Gun Co.	A
"	13	10022	Capt. Marvin	Shanghai.	C
"	"	10023	"	do.	

FORM No. 119.]

ate General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSURE
Postal Agency matters,	
Reply to dispatch about about 21st art. of Treaty	
The new ports to be opened.	
" " "	
" " "	
The arrest of Michael Switzer (deserter)	
Title Deed No. 324.	
Arrest of Henry Smith (deserter)	
Receipt of dispatch.	
The will of Fred'k. A. King.	
Sending deeds No's. 147 & 209.	
About Remington's Gun.	
Commitment of Adolph Chocar.	
" " " " Hill Steward.	

[FORM N

Register *of Official Letters and Dispatches sent from the United States Consulate Gene*

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		
Nov.	1	9996	U. S. Consul	Canton,	No
"	"	9997	" "	Ningpo,	
"	"	9998	" "	Chinkiang.	
"	"	9999	Taotai	Shanghai.	M
"	3	10000	F. H. B. Jenkins,	"	
"	"	10001	Capt. of the "Alert"	"	Ar
"	4	10002	U. S. Legation	Peking.	Se
"	7	10003	Capt. of "Monocacy"	Shanghai.	Ar
"	8	10004	Taotai	"	Se
"	"	10005	U. S. Consul	Swatow	Co
"	10	10006	" "	Amoy.	
"	9	10007	Dept of State	Washington	Se
"	10	10008	Capt. Marvin	Shanghai	Ar
"	"	10009	Supt. Foreign Mails.	"	Po

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Consulate General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSURE
Nominating Consular Agent at Pakhoi.	
" " " Wenchow	
" " " Wuhu.	
Mr. Jenkins arms.	
" " "	
Arrest of E. T. Smith.	
Sending letters to Mr. Hill.	
Arrest of James O. Bryan, - (deserter.)	
Sending Declaration of Independence.	
Consular Agent at Swatow,	
" " " Amoy.	
Sending the Trade Report.	
Arrest of John Williams of the "Alert".	
Postal Agency matters.	

Consul General.

[Form No.

Register *of Official Letters and Dispatches sent from the United States Consulate Genera*

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		
Oct.	23	9982	G. F. Bissell	Hartford,	Esta
"	25	9983	U.S. Consul	Foochow,	Rec
"	"	9984	Dept of State	Washington	App
"	27	9985	U. S. Consul	Hiogo.	Pay
"	"	9986	Dept. of State	Washington.	Mr.
"	"	9987	Clark, J. W.	Nagasaki,	Mat
"	31	9988	Taotai.	Shanghai	Res
"	"	9989	"Alert"	"	Juri
"	"	9990	Collector	Newyork,	67
"	"	9991	"	Boston,	19
"	"	9992	"	Sanfrancisco.	18
Nov	1	9993	Legation	Peking	Sen
"	"	9994	"	"	The
"	"	9995	U. S. V. Consul	Hankow.	Non

General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSURES.
Estate of King & Co. Canton.	
Receipt of dispatch.	
Approving nomination of F.T. Jones as V.C. at	Taechow
Payment of money to Newman.	
Mr. Johnson's Nankow affair	
Matter of the Hong Kong and Shanghai Bank	
Resuming charge of the Consulate General.	
Jurisdiction over seamen.	
67 Triplicate Invoices.	
19 " "	
18 " "	
Sending papers Hill vs. Takee.	
The Japan Treaty.	
Nominating Consular Agent at Ichang.	

[FORM N

Register *of Official Letters and Dispatches sent from the United States Consulate Gen*

DATE. 1876		NO.	TO WHOM AND WHAT PLACE SENT.		
Oct.	13	9968	Miss Buffum	Salem Mass	Am
"	"	9969	Collector	Boston	10
"	"	9970	"	Newyork	12
"	"	9971	"	Sanfrancisco.	25
"	14	9972	Taotai	Shanghai.	Mo
"	"	9973	U.S.V. Consul	Hankow	Re
"	17	9974	U. S. Consul	Kiogo	Re
"	18	9975	W. S. Fitz	Shanghai	Se
"	"	9976	Farnham & Co.	"	
"	19	9977	Taotai	"	Tra
"	21	9978	F. Coit	Ningpo.	Ca
"	23	9979	S. Remington	Cairo.	Re
"	"	9980	U. S. Legation	Peking	
"	"	9981	" Consul	Amoy	In

FORM No. 119.]

ate General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSURE
Announcing death of C. H. Buffum.	
10 Triplicate Invoices	
12 " "	
25 " "	
Mr. Bradford takes temporary charge	
Returns for Legation	
Receipt of Eldridges wages.	
Sending Title Deed No. 271.	
" " " " 322.	
Transfer of Land deeds No's. 147 & 209.	
Case of the Chinese Bank.	
Receipt of Mr. Howlden's letter.	
" " dispatch.	
Informality of Exchange voucher.	

[FORM N

Register *of Official Letters and Dispatches sent from the United States Consulate Gen*

DATE, 1876.		NO.	TO WHOM AND WHAT PLACE SENT.	
Oct.	12	9954	Fifth Auditor Treasury Washington.	In
"	"	9955	" " " "	Co
"	"	9956	" " " "	
"	"	9957	" " " "	Ex
"	"	9958	" " " "	Se
"	"	9959	" " " "	Sa
"	"	9960	Dept. of State "	A
"	"	9961	John Davis. Ct. of Ala. Claims, do.	Se
"	"	9962	Tautai Shanghai	Re
"	"	9963	Collector Newyork.	10
"	"	9964	Dept of State Washington.	Ch
"	13	9965	U. S. Legation Peking.	Se
"	"	9966	" " "	
"	"	9967	" " "	

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ate General at Shanghai, China, for the Quarter ending ..... 18 .

ON WHAT SUBJECT.	NO. OF ENCLOSURE
Interpreters Account,	
Consular Clerks do. O.B. Bradford, Esq.	
" " " Wm. H. Hendrick.	
Extra Clerk hire Account.	
Seamen's Account,	
Salary and Fee's Account.	
Asking for new Seals.	
Sending Mr. Murphy's deposition.	
Receipt of donations for hospital.	
100 Triplicate Invoices.	
Chefoo Conference Newspaper Extracts.	
Sending Court Returns 3d Qr. 1876.	
" Copy Chefoo Agreement.	
" Papers in Eckfeldt case.	

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Register *of Official Letters and Dispatches sent from the United States Consulate General*

DATE. 1876.		NO.	TO WHOM AND WHAT PLACE SENT.		
Oct.	4.	9940	Dept. of State	Washington.	Requ
"	"	9941	Taotai	Shanghai	Vesse
"	"	9942	"	"	Dr.
"	"	9943	"	"	Mr.
"	9	9944	Mitsu Bishi S.S. Co.	"	Date
"	10	9945	U.S. Vice Consul	Tientsin.	Rece
"	10	9946	U.S. Minister	Peking.	Sewa
"	10	9947	"	"	Gene
"	10	9948	"	"	Rai
"	10	9949	"	"	Rec
"	12	9950	Dept. of State	Washington.	For
"	12	9951	"	"	Gene
"	12	9952	Fifth Auditor	Treasury	
"	12	9953	"	"	Cou

General at Shanghai, China, for the Quarter ending 31st December 1876.

ON WHAT SUBJECT.	NO. OF ENCLOSURES.
equesting a Marshals commission for Mr. Ro.	Phoenix.
ssels smuggling on the Yangtsze river.	
r Nelson's request for Hospital aid.	
Mr. Jenkins' arms	
ate of dispatching the "Nevada".	
eceipt of dispatch.	
eward Road matter.	
eneral Ward's grave.	
ail Road matters.	
Receipt of dispatch	
Form No. 90 3d Quarter of 1876.	
eneral Returns,	
" "	
ourt Account.	

Register *of Official Letters and Dispatches received at the United States Consulate General*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED
Center	6388	Yokohama Dec. 17. 1876	Dec. 27.
Taotai	6389	Shanghai " 26.	" "
Mixed Court. Mag.	6390	" " 27.	" 28.
"Tennesse" U.S.S.	6391	Yokohama " 15.	" 29
Russell & Co.	6392	Shanghai " 30.	" 3[illegible]

eneral at Shanghai, China, for the Quarter ending 31st December 1876.

WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
..27. 1876	Revocation of Power of Attorney – Mr Hannen		
" "	Assumption of duties as Senior Consul.		
28 "	Matter of "Jin-rick-sha's" and the police.		
29 "	Request to send Mails to Hong Kong.		
30 "	Application for river pass, Steamer "Nyson".		

E.O.E.

U.S. Consulate General,
Shanghai, December 30th 1876

John C. Myers Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General a*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED
G. E. Bell,	6374	Shanghai, Dec 14. 1876	Dec. 14.
U. S. Legation,	6375	Peking, " 7 "	" "
Taotai,	6376	Shanghai, " 14 "	" 15
do.	6377	" " "	" "
E. G. Low,	6378	" " "	" "
F. Minnan,	6379	Amoy, " "	" "
A. B. Pearl,	6380	Shanghai, " "	" 18
Municipal Council,	6381	" " 19 "	" 1
U.S. Vice Consul.	6382	Hankow, " 16 "	" 2
C. Thompson,	6383	HongKong, " 12 "	" 2
Taotai,	6384	Shanghai, " 20 "	"
Capt. U.S.S. "Monocacy"	6385	Chinkiang, " 22 "	" 2
U. S. Legation	6386	Peking, " 11 "	" 27
" "	6387	" " 13 "	" "

eneral at Shanghai, China, for the Quarter ending 31st December 1876.

WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Dec. 14. 1876	Appt. of Master to Lorcha "Clara".		
" "	Receipt of Sundry dispatches		
15 "	Returning Title deed No. 280.		
" "	Leaves for Soochow.		
" "	Foreign Master of "Kin Fan Lee" to be discharg.		
" "	Request of T. Clausen to send letter for "Milo"		
18 "	Sending letter for T. N. Eckfeldt.		
19 "	Notice for yearly Election of Councillors.		
20 "	Receipt of Lorcha dispatch,		
21 "	Request to send letters for Mrs. C. Thompson,		
" "	Mr. Hopkins claim at Soochow,		
26 "	Receipt of dis. about "Kearsarge" man		
27 "	Passports not to be issued by Consuls.		
" "	Rules regarding Lekin Taxes		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED
Russell & Co.	6360	Shanghai, Dec. 8. 1876	Dec. 8.
Dept of State	6361	Washington Oct 11. "	" "
" "	6362	" " 21 "	" "
Supt. For. Mails	6363	" " 11 "	" "
" "	6364	" " 16 "	" "
U. S. Minister.	6365	" Nov. 29 "	" "
U. S. "Tennessee"	6366	Yokohama " " "	" "
W. Fisk Hendrick.	6367	Bridgeport Oct. 19 "	" "
Charlotte Eastley	6368	Greenpoint N.Y. " " "	" "
U. S. Consul,	6369	Canton " 27 "	" 9
" "	6370	Amoy " 28 "	" "
J. F. Shepard,	6371	Swatow Dec 1 "	" "
U. S. Consul,	6372	Ningpo, " 9 "	" 1
J. E. Bell.	6373	Shanghai, " 2 "	" "

General at Shanghai, China, for the Quarter ending 31st December 1876.

WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
Dec. 8. 1876	Receipt of dispatch about Lorcha's acknowledged		
" "	Swatow to be an Agency under Amoy.		
" "	Approving course in Mr. Johnson's Case.		
" "	Sending Official Postal Guide.		
" "	Expenses of Postal Agency must be reduced.		
" "	Transit passes of Mr. Hopkins.		
" "	Discharge of Italians from Flagship.		
" "	Letter of inquiry about Wm. Chas. Hendrick.		
" "	" " " " T. C. Eastley.		
9 "	Sending dispatch for Dept.		
" "	Nominating Mr. Howland for Con. Agent at Swatow.		
" "	Has turned over the Archives to Mr. Howland.		
11 "	Acknowledging receipt of Lorcha dispatch.		
" "	" " " "		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED
U.S. Legation,	6346	Peking, Nov. 20. 1876	Dec 1.
Morris & Co.	6347	Shanghai Dec. 1. "	" "
F. Coit,	6348	Ningpo. Nov. 21. "	" 2
U. S. Legation	6349	Peking, " 25 "	" "
" "	6350	" " " "	" "
Morris & Co	6351	Shanghai Dec. 4 "	"
" "	6352	" " " "	"
Tientsin.	6353	" " 3 "	"
U. S. Legation	6354	Peking Nov. 29.	"
Kiang Nan Arsenal,	6355	Shanghai Dec 4.	
F. Reid,	6356	" " 5 "	
J. M. Moore,	6357	" " 6 "	"
J. Rowoe,	6358	" " 7 "	"
C. P. Blethen.	6359	" " " "	"

eneral at Shanghai, China, for the Quarter ending 31st December 1876.

WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
1.1876	Duty on condemned Barque "Adele".		
" "	Master of Lorcha "Ling An".		
2 "	Requesting that a Lorcha be sent to Ningpo.		
" "	Receipt of No. 508 Swatow matters.		
" "	Requesting copy of Mr. Bush's No. 344.		
4 "	Appointment of Master to Lorcha "Ling An".		
" "	" " " " " "Chin Joy Lee".		
" "	Measurement of Mr. Bleltens land.		
" "	Consular Agency at Ichang.		
"	Rank conferred on Y. J. Allen by Chinese Governme		
7	Receipt of dispatch about Lorchas.		
7 "	" "		"
7 "	" "		"
7 "	" "		"

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVE
'Ashuelot,'	6332	Shanghai Noo. 21. 1876	Nov 2
" " "	6333	" " 22 "	" "
Russell & Co.	6334	" " " "	" 2
U. S. Consul	6335	Canton Nov. 11. "	"
" " "	6336	" " " "	" 2
H.B.M's Consulate,	6337	Shanghai " 23 "	"
U.S. Consulate	6338	Ningpo. " 22 "	" 2
C. P. Blethen,	6339	Shanghai " 21 "	"
J. F. Shepard,	6340	Swatow " 16 "	"
U.S. Legation,	6341	Peking " " "	"
" "	6342	" " 17 "	" 2
" "	6343	" " 10 "	"
U.S. Vice Consul,	6344	Tientsin " 21 "	"
C.P. Blethen,	6345	Shanghai " 29 "	" 2

eneral at Shanghai, China, for the Quarter ending 31st December 1876.

WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
r 21. 1876	Request to deliver Prisoner "Lincoln".		
" "	Wants to have Lincoln tried.		
22 "	Application for river pass for Str. "Fire Queen".		
" "	Consular Agent cannot be found for Pakhoi.		
23 "	Sending dispatch for Legation.		
" "	Receipt of wages due Weaver,		
24 "	Tonnage of Lorcha "Ling An".		
" "	Appointment of Master to Barque "Lule		
" "	Receipt of telegram about Consul at Hankow		
27 "	Ward Claim papers received.		
28 "	Decling. to change judgment in the Eckfeldt		
" "	Ownership of Lorcha's on the river.		
" "	Ap Jones has left for Shanghai.		
29 "	Appointment to Chief Officers to Bque "Lulu".		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED
Russell & Co.	6318	Shanghai, Nov. 13 1866	Nov. 13.
" "	6319	" " "	"
" "	6320	" " "	"
U.S. Vice Consul	6321	Hankow " 10. "	" 15
Harbor Master	6322	Shanghai " 15 "	" "
"Alert",	6323	" " 11 "	" "
"Alert",	6324	" " 14 "	" "
U.S. "Alert",	6325	" " " "	" "
Russell & Co.	6326	" " 16 "	" "
E. Hjorsberg,	6327	" " 18 "	" 1
U.S.C. Consul,	6328	Tientsin, " 14 "	" 2
" "	6329	Newchwang, Oct. 26 "	" "
" "	6330	Amoy Nov 15 "	" 2
Harbor Master	6331	Shanghai " 20 "	" "

eneral at Shanghai, China, for the Quarter ending 31st December 1876..

WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
.13.1876	Appointment of Master to "Hupeh".		
" "	" "		"Shing King".
" "	" "		"Plymouth Rock"
15 "	Sailor drowned from Lorcha "Kingfisher".		
" "	Mr. Hyousberg's license.		
" "	Case of reward for Switzer.		
" "	Receipt of dispatch about two deserters.		
" "	Deciding to pay bill for ——— "		
16 "	Appointment of Master to "Herado".		
18 "	His pilotage matter.		
20 "	Sending dispatches for Department.		
" "	Acknowledging dispatch.		
21 "	Sending dispatches for Department.		
" "	Receipt of dispatch in the Hyousberg case.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General a*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED
Supt. Foreign Mails	6304	Washington Sept. 22 1876	Nov. 4 1
" "	6305	" " "	" "
" "	6306	" " "	" "
Gatling Gun Co.	6307	Hartford, " 7 "	" "
Clarence King.	6308	Newport, Aug 26 "	" "
U. S. Consul,	6309	Canton Oct. 21 "	" 6
J. W. Clark,	6310	Nagasaki Nov. 24 "	" 7
U.S.V. Consul,	6311	Naukow " 6 "	" 9
U.S. Consul	6312	Ningpo " 8 "	" 10
" "	6313	" " 9 "	" "
"Alert"	6314	Shanghai " " "	" 13
"Alert"	6315	" " 10 "	" "
3d Asst. Post M. Genl.	6316	Washington Sept. 18 "	" 4
U. S. Consul.	6317	Ningpo Nov. 10 "	" 13

neral at Shanghai, China, for the Quarter ending 31st December 1876.

WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
4. 1876	Receipt of No. 142.		
" "	" " Bond as Postal Agent.		
" "	" " Dispatch No. 1145.		
" "	Inquiry about Remingtons "Falling Gun".		
" "	Title Deed to D.O. King's land.		
6 "	Sending Trade Report for Dept.		
7 "	Receipt of dispatch.		
9 "	Nominating Mr Beebe as Consular Agt. at Tchang.		
10 "	Requesting an opinion on the 21st Art. of the Treaty.		
" "	Knows of no fit person for Agent at Wen Chow.		
13 "	Refusing to pay commutation or jail Exs. of Seamen.		
" "	Ack. receipt of dispatch.		
4 "	Authorizing credit for Stamps returned.		
13 "	Sending dispatch for Dept.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General a*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED
Taotai,	6290	Shanghai, Oct. 28. 1876	Oct. 31.
U. S. V. Consul,	6291	" " " "	Nov 1
T. B. Partridge,	6292	Hankow, " 23 "	" "
"Alert",	6293	Shanghai, Nov. 21 "	" "
M. C. Nickels,	6294	Shanghai, Oct. 30 "	" 2
C. Williams,	6295	" " 20 "	Oct 22
"Alert",	6296	Shanghai, " 30 "	Nov 2.
China Merchants S. S. Co.	6297	Shanghai, Nov 4 "	" 4
Dept of State	6298	do. " " "	" "
" "	6299	Washington Aug 26 "	" "
" "	6300	" " " "	" 4
Fifth Auditor Treasury	6301	" " 22 "	" "
Comptroller do.	6302	" " 29 "	" "
3rd Asst. P. M. Genl,	6303	" " 30 "	" "

eneral at Shanghai, China, for the Quarter ending 31st December 1876.

WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
31. 1876	His return to Shanghai,		
1 "	Sending Returns to Legation,		
" "	Objecting to Mr Richardson as Con. Agt. at Swatow,		
" "	Receipt of dispatch.		
2 "	Application for a drawback.		
t 22 "	Objecting to Richardson as Con. Agt. at Swatow.		
- 2. 1876	Receipt of dispatch.		
4 "	Inquiring about Land sold by Gamble.		
" "	The testimonial to Capt. Stewart.		
" "	Receipt of dispatch,		
4 "	Circular No. 6.		
" " "	Seamens a/c. to 30th June		
" "	" " "		
" "	Sending stamps &c.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General at*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED.
U.S. Vice Consul.	6276	Hankow, Oct. 18. 1876	Oct. 27. 1
U. S. Consul,	6277	Hiogo, " 20 "	" "
C. C. Williams,	6278	Swatow, " 23 "	" 28
U.S. Legation.	6279	Peking " 19 "	" "
" "	6280	Washington Aug 30 "	" "
Supt For. Mails,	6281	Peking " 20 "	" "
U. S. Vice Consul.	6282	Kankow Oct 25 "	" "
M. A. Jenkins.	6283	" " 17 "	" "
U. S. Legation,	6284	Peking " 17 "	" 30
U. S. Vice Consul	6285	Newchwang " 24 "	" "
" "	6286	Tientsin " 18 "	" "
U.S. Consul,	6287	Canton " 30 "	" "
F. Coit,	6288	Ningpo " 31 "	" 31
F. Jenkins.	6289	Shanghai " 28 "	" "

neral at Shanghai, China, for the Quarter ending 31st December 1876.

WHEN CEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
27. 1876	Compradore returns for Legation.		
" "	Request to pay wages of J. Eldridge to A. J. Newman.		
28 "	Consular Agency at Swatow		
" "	Opening of more Yangtsze ports.		
" "	Receipt of Letter of 5th of May.		
" "	Consular Agency at Swatow.		
" "	Mr. Johnson's affairs.		
" "	His claims against Mr. Johnson.		
30 "	Request for documents in Takee case.		
" "	Case of Mills vs. Richards.		
" "	Sending dispatch for Department.		
" "	" "	"	
31 "	Receipt of dispatch.		
" "	Matter of his Arms.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General a*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED
H. A. Behncke,	6248	Taku Sept. 27. 1876	Oct. 12.
Taotai,	6249	Shanghai Oct. " "	" "
R. Nelson,	6250	" " " "	" "
U. S. Consul,	6251	Niogo " 6 "	" 13
J. W. Clark,	6252	Nagasaki " 10 "	" "
J. E. Painter USN.	6253	" " " "	" "
G. J. Hopkins,	6254	Shanghai " 11 "	" 14
S. Remington,	6255	Cairo Aug 29 "	" 15
J. Starkey,	6256	London " " "	" "
Russell & Co.	6257	Shanghai Oct. 16.	" 16
U. S. Consul	6258	Swatow " 2 "	" "
Russell & Co.	6259	Shanghai " 17 "	" 17
Taotai,	6260	" " " "	" "
Russell & Co.	6261	" " " "	" "

neral at Shanghai, China, for the Quarter ending 31st December 1876.

WHEN RECEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
12. 1876	Request for stamps or U. S. Currency notes.		
" "	Sending $100 for Hospital.		
" "	Receipt of " "		
13 "	Sending money for Jas. Eldridge.		
" "	Complaints against H Kong & Shai BK.		
" "	Sending medicines for Ashueloh & Talos.		
14 "	Appointment to Lorcha "Kingfisher" a Master.		
15 "	Inquiry for Mr. Howlden.		
" "	Mr. Logan's box.		
16 "	Appointment of Master to "Shansi" and "Hupeh".		
" "	Sending Returns.		
17 "	Appointment of Master to Str. "Shingking".		
" "	The "Jenkins Arm Case".		
" "	Appointment of Master to "Plymouth Rock".		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General a*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED
U.S. Minister,	6234	Peking Sept. 29. 1876	Oct. 5. 1
" "	6235	" " 26 "	" "
" "	6236	" " " "	" "
" "	6237	" " " "	" "
Tientsin	6238	Shanghai " 30 "	" 7
do.	6239	" Oct 5 "	" "
G. G. Hopkins,	6240	" " 9 "	" "
do. do.	6241	" " " "	" "
U. S. Consul.	6242	Canton Sept. 23 "	" 10
U.S.S. "Alert."	6243	Swatow " 22 "	" 11
"Tennessee."	6244	Off Taku Oct. 2 "	" 12
U. S. Consul.	6245	Ningpo " 10 "	" "
U. S. Vice Consul	6246	Newchwang " 5 "	" 4
U. S. Consul.	6247	Foochow " 7 "	" "

neral at Shanghai, China, for the Quarter ending 31st December 1876.

WHEN CEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
5. 1876	Instruction about railroad		
" "	Gen'l. Ward's grave.		
" "	Requesting copy of 9791.		
" "	Mr. Hjoustberg's case.		
7 "	Sent to Soochow for Hopkins man.		
" "	Case of Sun Chow and John Jimmy.		
" "	Transit passes.		
" "	" "		
10 "	Sending dispatch for Legation.		
11 "	Request about mails.		
12 "	Sending their mails.		
" "	" dispatch for department,		
" "	Receipt of dispatch acknowledged.		
" "	Sending "Form C" - Report of Navigation.		

Consul General.

Register *of Official Letters and Dispatches received at the United States Consulate General a*

NAME OF THE WRITER.	NO.	PLACE AND DATE OF LETTER.	WHEN RECEIVED
U.S.V. Consul,	6220	Hankow Sept 30. 1876	Oct. 3
Taotai	6221	Shanghai " 29 "	" "
do.	6222	" " " "	" 4
Russell & Co.	6223	" Oct 4 "	" "
Fifth Auditor Tr.	6224	Washington Aug 1 "	" 5
Comptroller "	6225	" " 2 "	" "
G. P. Bissell & Co.	6226	Hartford July 28. "	" "
Dept. of State	6227	Washington " 24 "	" "
" "	6228	" " 27 "	" "
" "	6229	" Aug 8 "	" "
" "	6230	" " " "	" "
" "	6231	" " 15 "	" "
U.S. Consul,	6232	Tientsin Sept 20 "	" "
W. N. Pethick	6233	" Oct 1 "	" "

neral at Shanghai, China, for the Quarter ending 31st December 1876.

WHEN CEIVED.	ON WHAT SUBJECT.	No. of Enclosures.	REMARKS.
3d 1876	Asking tonnage of new "Szechuen."		
" "	No jetty can be built until Bund line is fixed.		
4 "	Smuggling of salt on Yangtsze under foreign flags		
" "	River pass for Steamer "Plymouth Rock."		
5 "	Salary a/c. to 1st May 1876		
" "	" "	"	
" "	Estate of King & Co. Canton.		
" "	" "	"	
" "	Accounts G.F.S. as Minister, Charge' & C. Genl.		
" "	Receipt of Mr. Bandinels' bond.		
" "	Mr. Johnson's explanation through Consul General.		
" "	Circular No. 5. Salaries provided.		
" "	Mr. Sheppard goes home on sick leave		
" "	Assumes charge as Vice Consul.		

Consul General.

COURT OF THE UNITED STATES CONSULATE GENERAL AT

Return of Civil *Suits from the* 1st *day of* October *to the* 20th

NO. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME AND NATIONALITY OF PLAINTIFF.	NAME OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF ~~FINDINGS~~ CLAIM.
574		Pending June last quarter			Pending	
607		"	"		do	
609		"	"		Withdrawn	
616		"	"		Pending	
618	Sept. 28	Joseph Wheelwright am	Probate	Probate	do.	
619	Nov 12	F. A. Groom Br.	W. C. Nickles	Contract	Confessed	D. 630 08
620	" 13	G. E. Goodwin am	Wm Marshall	Wrong.	Dismissed	" 1000 "
621	" 20	W. W. Lovett "	Probate	Probate	Pending	
622	" 2	J. H. Ryan "	do	do.	do	
623	" 21	Wong Solumn ch	G. W. Adams	Contract	For Petitioner	$ 34 55
624	Dec. 20	C. E. Bennett am	J. H. Wells	Wrong.	Pending	

E.H.C.

U.S. Co
Shang

T OF THE UNITED STATES CONSULATE GENERA

Suits from the 1st day of October to the 3

NAME OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF [illegible]
last quarter		Pending	
"		do	
"		Withdrawn	
"		Pending	
Probate	Probate	do.	
W. C. Nickels	Contract	Compromised	P. 630
Wm Marshall	Wrong	Dismissed	" 1000
Probate	Probate	Pending	
do	do.	do	
G. W. Adams	Contract	In Petition	$ 34
L. H. Wills	Wrong.	Pending	

E. H. C.

W.
C

[Form No. 124.]

RAL AT SHANGHAI CHINA.

20th day of December 1876, inclusive.

NT OF ~~FINE~~ POSED.	AMOUNT OF FEES CHARGED AND RECEIVED. Hearing.	DISPOSITION OF FINES AND FEES. Associates.	Clerks.	Marshals.	Interpreters.	APPEAL.
6 20 08	29 20		21 90	7 30		
000 "	86 80 15 "	6 "	44 70	18 10	3 "	
34 55	32 80 5 "		19 40	8 40		
	148 80 20 "	6 "	86 "	33 80	3 "	

6
5.

U.S. Consulate General
Shanghai December 20th 1876.

John C. Myers
Consul General.

RETURN OF CRIMINAL CASES HEARD IN THE COURT OF THE U

From the First day of October to the 3

NO. OF CASE.	DATE OF FIRST PROCEEDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGHT.
1.	October 21st.	John Fox.	drunk and incapable	P.C. Etter No. 22.
2.	" 31st.	C.A Warren.	drunk and incapable	P.C. Wilson.
3.	November 2nd.	Henry Sylva.	Misdemeniar.	Municipal Police
4.	" 3rd.	E.J. Jones.	drunk and disorderly.	P.C. Gremans.
5.	" 4th.	James O'Brien.	desertion U.S. Navy.	P.C. Evans.
6.	" 7th.	Sa Kitchi.	drunk and interfe-	H. Taylor.
7.	" 7th.	Kio Kitchi.	rence with police while in ex.n of their duty.	
8.	" 9.	John Williams.	Assault and drunk	Municipal Police
9.	" 10.	Michael Switzer.	desertion U.S. Navy.	Serg.t Skinner.
10.	" 11.	Henry Smith.	desertion and assault on a police officer.	Serg.ts Skinner and Lloyd.
11.	" 11.	Adolph Colchar.	Assault and battery.	Chinese boy.
12.	" 18.	Edward Lincoln.	drunk and riotious on the Woosung Road. and assaulting police officers while in the execution of their duty. Also tearing the uniform coat of P.C. Holland. damaging to the amt. of $4.	Municipal police. Note
13.	December 5th.	Francis Johnson.	disorderly Conduct.	Mary Burns.
14.	" 11th.	Thos. Henry Brown.	Attempt to break into the treasure room of the Steamer "Hupeh"	Captain Steele. of Str "Hupeh".
15.	" 26th.	Robert Gracey.	Theft of 2 Turkeys.	M.W. Murphy.

Approved
John R. Meyer
Consul General

HE UNITED STATES CONSULATE GENERAL, AT SHANGHAI, CHINA.

Thirty first day of December 1876., inclusive.

	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	
	Warned and dismissed.				
	Warned and dismissed.				
	Fined $1. and to pay costs.				
	Committed for 5 days, with hard labor, and on bread and water diet.				
	Committed and Capt. Tyffe of U.S.S. "Monocacy" notified.				
	Warned and dismissed.				
	Warned and dismissed.				
	Committed for 5 days.				
	Committed and Capt. of U.S.S. "Alert" notified.				
	Committed and Capt. of U.S.S. "Alert" notified.				
	Committed for 10 days.				
	Committed for 30 days, and to pay, for damage done to officers Coat. Lincoln was taken on board his vessel (the U.S.S. "Ashuelot" to be tried by Court Martial, Witnesses and Police officers declined to go on board the "Ashuelot" whereupon. Captain Matthews released, the prisoner—				
	to pay Complainant for damage done, and to be sent on board his vessel the U.S.S. "Monocacy".				
	Sentenced to one Year imprisonment.				
	Committed for 30 days.				

Richard Phoenix,
Marshal of the Consular Court.

RETURN OF CRIMINAL CASES HEARD IN THE COURT O

From the ..... *of* .....

OF FIRST EDINGS.	NAME OF PRISONER.	CHARGE.	BY WHOM BROUGI

(Form No. 121.)

NAMES of all Deceased American Citizens, including Seamen or Mariners, together with the value of the personal effects belonging to them, and taken possession of by or deposited with John C. Myers U. S. Consul at Consul General Shanghai, from 1st October to 31st December, inclusive.

DATE OF DECEASE.	NAMES OF PERSONS.	OF WHAT PLACE A NATIVE OR RESIDENT.	IF A SEAMAN, TO WHAT VESSEL BELONGING.	WHERE DECEASED.	VALUE OF EFFECTS.	DISPOSITION MADE THEREOF.
1876 Nov 20	W. W. Lovett	Hingham, Mass		Shanghai.		In hands of the Consul General

Shanghai, China
December 31st 1876

John C. Myers, Cons Gen
U. S. Consul.

W Myers makes no nomination of another vice a Deputy Consul - We Dept does not feel justified in making a vacancy in their office - The allegations against Mr B. are not of such grave character as to require prompt removal & probably no action should be taken without calling on United States Consulate General, at Shanghai. for explanation - ~~Inclosing~~ Copy will be sent to Mr Bradford for explanation

Feb 20

DEPARTMENT RECEIVED FEB 19 1877 OF STATE

Acted with 2' July 27 2'

Mr. Myers -

to the

Department of State,

Subject.

Consul General Myers asks the removal of Mr. O.B. Bradford Consular Clerk, Deputy Consul General, &c. &c. &c.

United States Consulate General,
Shanghai 13th January 1877.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

It is my unpleasant duty to inform the Department that I am compelled in deference to the reputation and duty that I owe to this Consulate General, to request the removal of Mr. O. B. Bradford, Consular Clerk, Deputy Consul General, Vice Consul General, and Clerk of the Consular Court, all of which offices are now held by him, for reasons which have come to my knowledge in authentic form, and which I beg to offer as sufficient justification for my request. All of these offices were held by Mr. Bradford previous to my assuming the duties of the office of Consul General, and in asking for his removal it is with unfeigned pain that I am compelled to present the facts in justification. When I reached Shanghai in May last, and applied to the Taotai for my exequator, I was informed by

by Mr Bradford that that official was a "beast"! – and an "obstructionist"; and that I had better not apply to him for recognition, as required by the Consular Regulations. I, however, did apply, and was well received. I have since discovered that a quarrel of long standing has existed between Mr. Bradford and the Taotai, who is the highest Chinese official in this jurisdiction; and that this quarrel has seriously interfered with the public business. This arose from the speculations of Mr Bradford in town lots and lands and the Woosung Railway, in which he is interested as land and stockholder. This road was built, and the land taken possession of without the consent of the Emperor or his Agents, eminent domain existing in the Sovereign, and also the Seward road, a projected highway running through the Chinese settlement contrary to the protests of the Taotai. This seems to be a private speculation too, for protesting against, the Taotai has been severely denounced by Mr. Bradford.

Mr. Bradford's intercourse with gentlemen

gentlemen doing business at this office is sometimes very discourteous, and has estranged many of the officers of the U.S. Navy from the Consulate, who, consequently, seldom if ever visit the office, except upon business which they cannot confide to other persons.

I have furthermore reasons for believing that Mr. Bradford is not an honest public officer. The books of accounts are carefully concealed from my inspection. In answer to my repeated requests for balance sheets of the month's receipts and expenditures, I have received but two reports for a period of 7 months, and these are unsatisfactory; nor is any other clerk in the office allowed access to the books, which are so kept as to be understood only by Mr. O.B. Bradford.

I feel it my duty to state further that Mr. Richard Phoenix was appointed Marshal at this Consulate, April 1st 1871 and has continued to discharge the duties of his office in a satisfactory manner; but for nearly six years he has not been paid the fees belonging to him, nor has he

he ever been qualified to act as Marshal, or given bond with proper sureties for the faithful discharge of his official duties. He was allowed $1000. per annum, but the fees due to him were withheld from him, and this during the time Mr. Bradford held the several positions in this Consulate General previously mentioned. On discovering this fact I nominated Mr. Phoenix as Marshal, and his bond has been sent forward for approval. He is now receiving his salary and fees.

The speculations of Mr. Bradford in lands adjoining the Woosung Railway, and in which he is a stockholder, and the road being built in defiance of the authorities, and his efforts in behalf of the road in pursuit of his selfish interests, have seriously complicated this office in its transactions with the Taotai and Chinese officials. He has refused to deliver to me the keys of the safe of the Consulate, or obey my orders to deliver them to the Marshal. He has taken upon himself to interfere with my correspondence with local officials. He has spoken in disrespectful terms of me to the clerks of the Consulate, and also to private citizens. He has refused to leave the office on my

suspending

suspending him from his duties, and demanded my authority to suspend him. I have on two occasions requested him to leave the Consulate, pending the answer of the Department to my charges against him. He has insisted upon his right to remain, and tells me that I have no power to remove or suspend him. He refuses to leave the rooms in the Consular building which he occupies, and declines to pay rent for said rooms. He speaks on every possible occasion in disrespectful terms of American Missionaries, without regard to the truth. He has made the Consulate General at Shanghai offensive to every Consular officer in China and Japan, with one or two exceptions.

The Department will see that I have cause to remove him; — I hope to be sustained in my request that his commission as Consular Clerk be cancelled, and he be removed from the service of the Government.

I inclose a copy of a letter from an officer of the United States Navy in reference to Mr. Bradford's discourtesy.

I have the honor to be,

Sir,

Your obedient servant

Signature next page.

John C. Myers.
Consul General.

Inclosure.

Asst Paymaster Jordon to Lt. Comdr. Bridgman U.S.N.

Copy

11th Sept. 1875.

Copy.

U. S. S. "Palos."
Shanghai, China,
Sept 11th 1875.

Sir.

I respectfully call your attention to the very uncourteous language and behavior of Mr. Bradford. "Deputy Vice Consul General for the United States." My first visit to the Consulate General, on official business, was on the 13th of July and being a stranger I inquired of the Jail keeper as to whom I should pay a bill incurred for the arrest of a deserter, but receiving a very uncivil reply, I withdrew and called at the Consulate the following morning. Upon entering I found Mr. Bradford in his Office, he informed me in a peremptory manner "that I had called the day previous after office hours, and the sooner I learned their way of doing business the better it would be for me." I paid no particular attention to this remark at the time, but forbearance ceased to be a virtue as the following

statement will show. On the 7th instant, I went to the Consulate to pay a bill for the arrest of a deserter from this vessel; on appearing at the door of the office occupied by Mr. Bradford, and bidding him good morning I was invited to enter by the words "Come in". I complied and made known my business, when he suddenly turned to me and in a very insulting manner said. "Are you aware Sir, that this is a private office?" I replied that I was not aware of the fact, when he reformed "Yes Sir, this is the private office for myself and staff; And if I desire you to enter I will invite you; I will have to teach you some manners." I said that I supposed it was an office for the transaction of public business, that I had before entered the office on precisely similar business, but if it was a private office, I would retire, and in the act of doing so put on my hat. When he remarked "Gentlemen, take off their hats when entering my private office". I then informed him that I would not tolerate his insolence and would report his conduct to Mr. Seward. I ended this disagreeable interview by again informing him, that I came

there on business. and he finally gave me a receipted bill. I then left the Office.

In making this statement I have to add that Mr Bradford's insults have become insufferable and I make it as a primary measure with the conviction that through you and the Honorable Secretary of State, I will receive the redress due me as a commissioned Officer of the U.S. Navy. I have to state further that Lieutenant Carmody, U.S. Navy was present at the recent interview, and will, I think, corroborate the foregoing statements in all essential particulars.

Very Respectfully.
Your Obedient Servant.
(Signed) John J. Jordan.
Assistant Paymaster, U.S.N.

Lieutenant Commander.
W. R. Bridgman. U.S.N.
Commanding U.S. Str "Palos"
Shanghai - China -

Mr Woods.
Ack
pic g mch

ack March 15

No. 48.

Delivered

DEPARTMENT
RECEIVED
MAR
9
1877
OF STATE

United States Consulate General,
at Shanghai.

To the

Department of State,

Mr. Moyers.

Subject.

Shipwrecked and destitute American sailors.

Abstract,

Forwards copy of affidavit of 4 men who were taken off the wreck of Schooner "Ada K. Gould" by the Ship "Golden State".

No. 48.

U. S. Consulate General,
Shanghai 19th January 1877.

Honorable John L. Cadwalader,
Asst. Secretary of State,
Washington.

Sir,

Inclosed I have the honor to hand you a copy of a statement made before me on the 16th inst. by four seamen who were taken from the wreck of the schooner "Ada M. Gould" of Bangor, Me. off the East coast of the United States, by the American ship "Golden State" of New York, Capt. R. T. Delano. They arrived here in the "Golden State" on the 10th inst. and are now on my hands as destitute American seamen.

I desire to bring to your notice the action of Capt. Delano, who at great risk of life and property succeeded in getting the survivors safely transferred from the wreck to his ship, during a heavy gale of wind. But for his skilful management, and humane exertions none would have been left to tell the tale of the loss of the schooner. Capt. Delano's address is Care of Messrs A. A. Low, Bros. New York City.

I have the honor to be,

Sir—

Your obedient servant.

John L. Myers.

Consul General.

Inclosure.

1. Affidavit of 4 Shipwrecked sailors.

U. S. Consulate General.
Shanghai, January 16th 1877.

On this day appeared four men who deposed as follows:

Oscar Lansil, aged 21, born in Bangor, Maine, Parents reside there. Father's name is James P. Lansil.

Arthur J. Lansil, brother of the above named deponent. Age 26 years.

William W. Abbott. Aged 29 born in Robbinston, Maine. My Father lives in Newyork City. (Brooklyn) 36 Linch Street. Deponent is a married man living at 112 West 12th Street, Newyork City.

Edward Murch, Aged 22 born in Johnstown Pennsa. Father is Edward Murch, Cambria City, Pennsa.

The said four men each for himself states as follows.—

We formed part of the crew of the "Adah V. Gould", a schooner belonging to Bangor—Maine, owners J. P. Lansil and others. She was a registered vessel of the United States. We four men signed shipping Articles at the Commissioners office in Newyork City, on

or

or about the 12th day of August 1876 for a voyage to Rio Grande de Sol, for a period of six months to return to the United States. Arthur J. Lansil shipped as Steward. William W. Abbott and Edward Murch as A. B. and Oscar Lansil as O.S. We sailed from New York city August 14th 1876 bound to Rio Grande de Sol. The mates name was Charles Wyatt, We had no second mate. James P. Lansil was in command, John Collier was a passenger. He was from Chicago.

We were wrecked on the 22d of August 1876 by our Schooner capsizing. The foremast went out of her, and we cut the rigging of the mainmast to right the vessel, and the main mast went by the board. The vessel filled with water, and we were on her for fourteen days. We had no water for ten days. We got condensed milk from the hold by fishing in the hold with a harpoon. We lost everything we had, and were rescued on the 10th day of September 1876 by the American ship "Golden State" – Capt. R. T. Delano, bound from New York to Shanghai. The Mate and passenger were drowned before our rescue.

rescue, We and Capt. Lansil were taken on board the "Golden State". In about two weeks after our rescue we spoke the English brig "Corsair" of Swansea, bound from the African coast to Swansea, loaded with copper ore. Capt. Lansil was taken on board the "Corsair", but the Captain of the Corsair could not take any of us, as he said his vessel was too small. We came to Shanghai in the "Golden State", and arrived here on the 10th of January 1877. Capt. Delano gave us every attention that he could; and we were supplied by him with clothing to cover our nakedness. We are completely destitute, and now come and ask assistance as four shipwreck and destitute American seamen. We are all American Citizens.

We reported at the Consulate General yesterday, and were furnished with board and lodging, and clothing; and having got our nakedness covered we now make this statement.

We want to get back to the United States as soon as possible.

Signed Oscar Lansil
" Arthur J. Lansil

(over)

William W. Abbott.
E. Meurch.

Sworn to before me at
Shanghai, January 16th 1877.

(Signed)
John C. Myers,
Consul General.

In Woods.

Mr Wood
Ack Copy of Med Hist War
Desires such
Ack such &c

DEPARTMENT
RECEIVED
MAR
9
1877
OF STATE

No. 49. Mr Wood

United States Consulate General,
at Shanghai -

To the

Department of State,

Mr. Myers,

Subject,

Forwards a letter from Dr. Jamieson - Consulting Surgeon to the Imperial Maritime Customs in China asking for copies of the "Medical and Surgical History of the War of the Rebellion."

No. 49.

United States Consulate General,
Shanghai, 22d January 1877.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

Inclosed I have the honor to hand you a copy of a letter which I have received from Dr. R. A. Jamieson, Consulting Surgeon to the Imperial Maritime Customs, requesting that a copy of the "Medical and Surgical History of the War of the Rebellion, Part 2. Vol. 2. 1876" be supplied to his Department.

I trust the Department may deem it appropriate to accede to the request of Dr. Jamieson.

I have the honor to be, Sir
Your obedient servant,
John C. Myers
Consul General.

Inclosure,
Dr. Jamieson's letter dated 22d January 1877.

Copy.

Custom House Shanghai, China,
22d January 1877.

Sir,

Through the kind offices of your predecessor the Hon. Geo. F. Seward, I was, as they were issued, fortunate enough to obtain for my Department copies of the earlier publications relating to the Medical and Surgical History of the War of the Rebellion.

Last year a most important contribution to that history was made by the Surgeon General, by the publication of a volume entitled

Medical and Surgical History of the War of the Rebellion. Part, 2. Vol. 2. (Surgical History) Washington 1876.

May I ask you to consider this letter as an application for a copy of the above volume — which is not to be obtained by purchase? I shall feel infinitely obliged by your using your influence to obtain it.

I am Sir, Your obedient servant,
(Signed) R. Alexr Jamieson,
Consulting Surgeon to the Imperial
Maritime Customs in China.

To the
Hon. J. C. Myers
Consul General of the U.S. in China.
Shanghai.

Cor
E

ack March 15

Rec'd March 9

DEPARTMENT RECEIVED MAR 9 1877 OF STATE

No. 50.

United States Consulate General,
at Shanghai.

To the

Department of State.

Mr. Myers,

Subject.

Mr. Shepard's appointment as Consul at Hankow.

Abstract.

Incloses copies of correspondence showing the action taken by the Consul General in regard to Mr. Shepard's assumption of his office.

Chang - Hankow Consulate.

No. 50.

United States Consulate General,
Shanghai, 30th January 1877.

Honorable John L. Cadwalader,
Assistant Secretary of State,
Washington.

Sir,

I have the honor to inclose a copy of dis-
1/ patch No. 558 to me from Mr. Bush Vice Consul at Hankow, informing me that it is necessary for him to leave that port in consequence of changes made in the mercantile house of which he is a member, and nominating Mr. C. G. Beebe as Acting Vice Consul.

As Mr. J. F. Shepard appointed Consul at Hankow is now here en route to his post, and only awaiting the instruction of the Department to assume his duties, I have suggested
2/ to him the propriety of his proceeding to Hankow and taking charge. I inclose a copy of my letter to him, No. 185. I also inclose a
3/ copy of my No. 186 to Mr. Bush, and No. 532
4/ to the Legation, and have to ask your approval of my course.

Mr

Mr. Shepard informs me that he has received notice of his appointment to Hankow and that before this date his bonds should have been filed at the Department, in compliance with its instruction to him.

I have the honor to be
Sir,
Your obedient servant,
John C. Myers
Consul General.

Enclosures.
1. Mr. Bush to Mr. Myers 19th January 1877.
2. Mr. Myers to Mr. Shepard 26th January 1877.
3. Mr. Myers to Mr. Bush 26th January 1877.
4. Mr. Myers to Mr. Seward 26th January 1877.

No. 558. (Copy)

United States Consulate,
Hankow 19th January 1877.

John C. Myers, Esquire,
United States Consul General,
Shanghai.

Sir;

I beg to inform you that I am in receipt of certain instructions pertaining to my duties, beyond those in my capacity of Vice Consul in charge, which instructions call for my early departure from this port.

It becomes my duty to give you the earliest intimation of a notice which has been given to me to proceed as soon as possible to Shanghai, and I take this occasion to respectfully request that my successor may be appointed, to enable me to give up my charge and to conform to all the requirements of the service, regarding the transfer of my seal of office, together with all the archives and property of this Consulate.

In submitting this request I have

the

the honor to inform you that Mr. Charles G. Beebe, now on his way to this port, will upon his arrival assume charge of the agency of Messrs Russell & Co. and I beg to nominate that gentleman as my successor, to serve in the capacity of Acting Vice Consul until such time as you may deem it necessary to make another appointment.

Mr. Beebe is a resident of the State of Massachusetts in the United States, and is in every way qualified to take charge of this Consulate, and in this connection I would remark that Mr. Beebe is at present the nominee for the position of Consular Agent at Ichang, in accordance with the nomination given under my dispatches of 6th November 1876, to the State Department, and No. 548 to yourself.

I make the nomination of Mr. Beebe, subject to your approval, and have only to add that, if my withdrawal meets with your approval, I trust you will grant me an early reply, at the same time communicating such details as will leave me in no doubt

doubt regarding my duties before relinquishing my post.

Upon receipt of your communication I will at once tender my resignation, duly announcing the changes in accordance with regulations.

I am Sir,
Your obedient servant,
(Signed) F. D. Bush.
U.S. Vice Consul.

No. 185. (Copy.)

U. S. Consulate General,
Shanghai 26th January 1877.

F. F. Shepard, Esqr.
Appointed U. S. Consul at Hankow.
now in Shanghai.

Sir,

Mr. Bush, Vice Consul at Hankow informs me that he is about to leave that port in consequence of changes made in the mercantile house of which he is a member; asks for information as to his disposition of the Seal and Consular Archives, and nominates Mr. C. G. Beebe as Acting Vice Consul.

As you are en-route to Hankow, to which place you have been appointed Consul by the President, I have the honor to suggest that a desirable course under the circumstances would be for you to proceed to Hankow, and assume charge of the Consulate. This would I think be satisfactory to the Department and Legation, and appropriate in view of the fact that there is no qualified Vice Consul within

the

district of Hankow, except Mr. Bush.

Should you see no reasons adverse to this suggestion, please accept this as my approval of such a course.

I will transmit a copy of this letter to the Legation, and to the Department, asking approval thereof.

I have the honor to be,

Sir,

Your obedient servant,

Signed, John Mc Meyers.

Consul General.

No. 186. (Copy.)

U. S. Consulate General,
Shanghai, 26th January 1877.

F. D. Bush, Esqr.
U. S. Vice Consul,
Hankow.

Sir,

I have the honor of acknowledging the receipt of your dispatch No. 558, announcing your intention of resigning your position of Vice Consul at Hankow. Mr. Shepard successor to R. M. Johnson, will leave for Hankow, to assume the duties of the Consulate on Sunday the 28th instant, and thus relieve me from further action in this regard. The U. S. Mail will reach here next Friday, and may bring the proper authority from the President to enable him to act.

I am Sir,
Your obedient servant,
(Signed) John C. Myers,
Consul General.

No. 532. (Copy.)

U. S. Consulate General,
Shanghai, 26th January 1877.

Honorable George F. Seward,
United States Minister,
Peking.

Sir,

Inclosed I have the honor to hand you for your information a copy of Mr. Bush's dispatch to me No. 558, a copy of my response thereto, No. 186, together with a copy of a letter addressed to Isaac F. Shepard, Esqr. now en route to his post of duty as Consul at Hankow.

I ask your approval of my action.

I am
Sir
Your obedient servant,
(Signed) John C. Myers.
Consul General.